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## The Solicitors' Journal

and Weekly Reporter.

LONDON, NOVEMBER 21, 1908.

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## Current Topics.

### The New Land Transfer Order and Fee Order.

THESE ORDERS, the drafts of which we printed 52 SOLICITORS' JOURNAL, 729, were signed by the Lord Chancellor on the 9th inst. and by the Lords Commissioners of the Treasury on the 14th inst., and they are to come into operation on the 1st of January next.

### Lord Wolverhampton.

THIS WEEK has seen the formal notification in the *London Gazette* of the dissolution of the partnership between Lord WOLVERHAMPTON and his colleagues in the firm of Fowler, Langley & Wright, solicitors, of Wolverhampton. It is fifty-six years since Mr. H. H. FOWLER was admitted a solicitor, and we do not think we exaggerate when we say that during that long period he has acquired and maintained the respect and confidence of those who have come into contact with him. Long before he represented his town in Parliament he was widely known as an able, level-headed and pre-eminently just man, and his subsequent career has fully justified the anticipations which were formed when he entered Parliament. The present writer has no more than the barest acquaintance with him, but we believe that, like most men of administrative skill, he had the knack of picking out efficient, but not generally known, agents and counsel, and that some men who have attained considerable positions at the bar owed their early advancement largely to his support.

### The Additional Law Courts.

AT LAST the erection of the four courts which are to supplement the inadequate accommodation afforded by the Royal Courts is to be put in hand. As far as we can understand the description of their position, it will be parallel to the Carey-street front of the Royal Courts, and extending to, and occupying part of, the present footpath leading from Clement's-inn. What will happen to the light and air coming to the Bankruptcy-buildings does not appear, but the other end of the new building is to be separated from the main building and to be connected with the court level of such building by a bridge carried on three arches. Healthful and pleasant exercise will be afforded to learned judges in scuttling along the passages to their private rooms in the old structure for lunch and tea; although there are thoughtfully provided for them

two separate entrances at the north-east and south-east corners of the new building. It seems, from the two entrances, to be anticipated that there will be quite a crowd of judges wishing to enter the new buildings, and it is not desirable that the police should have to form them into a *queue*. The courts are to be arranged on either side of a corridor, and there is to be a basement containing rooms for clerks and other officials. Is it hopeless to expect that some attention will be paid to acoustic considerations and to ventilation in the construction of the new courts? As regards the design of the exterior of the new buildings, it will be well to wait until they are completed before venturing an opinion, but we are comforted to hear that they are to be executed in Portland stone—the only suitable stone for London buildings.

#### A Glut of Motions.

A MOST unusual, and perhaps unprecedented, state of things has been recently witnessed in Mr. Justice EVE's court. On Friday, the 6th of November, motions in the ordinary course came on for hearing. They were continued on Tuesday, Wednesday, and part of Thursday following, and on Friday were, of course, resumed without being finished. The court, therefore, with a slight break, spent a whole week over motions. No one, of course, was to blame for this state of things, except the system, but it caused an immense amount of inconvenience both to the profession and the public. The fact that motions are not listed, like all other actions and matters, but come on nobody knows when, has long been a source of inconvenience, loss and discomfort to almost all concerned. Everyone who has a motion, or is interested in a motion, is there or thereabouts. The court is besieged, counsel scramble for a seat, solicitors and their clients jostle one another in the attempt to get a foothold, the result being the loss of a great deal of time and a great deal of temper. And this lamentable state of things is, of course, accentuated when it goes on day after day. What is the reason for this state of things, and what is the remedy? The answer is simple and obvious. The reason is an antiquated and effete custom, and the remedy is its removal. The custom is moving by seniority, and the remedy is listing the motions. The legal profession is extremely conservative in the matter of old legal customs, and rightly so where they do no harm, but a custom which causes the maximum amount of inconvenience to the profession and the public, without any corresponding advantage, except perhaps to the leaders of the court, ought to be promptly abolished.

#### The Copyright Conference.

THE COPYRIGHT Conference held at Berlin has now completed its labours, with the result that the Berne Convention, which constitutes the foundation of the international copyright law of Europe, will be considerably amplified and modified. Perhaps the most important modification actually made is that relating to the right of translation. At present a foreign author is only protected against English translations if he produces a translation within ten years of first publication. This limitation will be abrogated in future, and authors will, apparently, have the same protection against translations as against ordinary infringement of copyright by pirate publications. The ten years' period is established (so far as this country is concerned) by the International Copyright Act, 1886, s. 5, and an Order in Council; no fresh legislation will be required, as the necessary alteration can be effected by Order in Council. The most important alteration in the law of copyright suggested, but not necessarily to be effected, is the extension of the term of copyright to the author's life and fifty years after. An English author in the United Kingdom now has only protection for forty-two years, or for life and seven years after (whichever may be the longest term), but many other countries afford longer periods of protection. The English Copyright Acts badly need consolidation, and indeed the whole of the Copyright law might very usefully be codified. The enactment of any comprehensive Act of Parliament upon the subject would offer an excellent opportunity for extending the period of protection, but in the absence of any such large measure of legislation it seems unlikely that any alteration in the period of protection will be made, since this requires the attention of Parliament itself, and

the change cannot be made (as in the case of translation of foreign works) by Order in Council.

#### The Muddle of the Cause Lists.

THE NEW rules as to the judges' business have introduced an element of sporting chance into the conduct of chamber business on the King's Bench side. Order 54, Part III., contains the rules of the game which legal practitioners have to play under the new system. The problem is to find your judge. Like all problems of a sporting character, the solution looks easy enough at first sight. There is the huge official "Judges' Rota, or Table of Judges' business for the year ending 31st of July 1909," in which is set down the exact place where every judge will be on every day of the year. You have only to look at the date and bear in mind the nature of your business in order to mark your judge for the day named for hearing your particular application in chambers. Then you have merely, in the time allowed you to read your morning paper on the way to business, to study the daily lists of court work. Here, of course, is the trap set for the unwary. We have been at some pains to watch these lists, and we find them bewildering. The new rules provide that every action shall for all chamber business be assigned by the Master at the first application to one or other of three lists, "Common Jury," "Special Jury," or "Non-jury." Each list has two judges. Every chamber appeal or judges' application is to be heard by one of these six judges, unless he cannot be found, when it is to go to the interlocutory judge, if he is not away on circuit. These seven judges are for all purposes jointly and severally the "Judge at Chambers," and each one decides for himself whether he will transact chamber business in court, or "in chambers," which latter expression may mean the old Judge's Room 98 or 99, or in his private room on the judges' corridor. As we write, we have before us the judges' rota for the year and the list for the day, and we find that, according to the rota, DARLING, J., on this day is to take common jury actions, while by the daily list he is taking special jury actions; and Mr. Justice JELF, who by the rota should be taking non-jury cases, is, according to the day's list, trying common jury cases. This is only one of many instances which could be given. During the last fortnight we have noticed in the daily lists several times that a judge was advertised to sit in court at 10.30 for trial of actions, and also at 10.30 in his private room to hear summonses. We have also noticed that Room 98, where the Judge at Chambers used to sit, is still used by one or other of the judges every day, though we were surprised to see that two judges were advertised in the daily list on one occasion to sit in that same room at the same time. We are unable to say which judge won. The legal profession is notoriously long-suffering, but even their patience is being strained to the uttermost by the muddle in which the lists have been entangled since the beginning of this sittings.

#### The Pitfalls Created by the New Scheme.

AN EXCELLENT story is being told as illustrative of the pitfalls created by the new scheme for King's Bench chamber business, and the difficulty of "finding your judge" for chamber applications. Mr. Justice B. granted an interim injunction, and the defendant subsequently took out a summons to discharge the injunction. The plaintiff gave notice to the defendant that he should ask the judge to continue the injunction. We may be sure that the solicitors on both sides made a careful study of all the probabilities as to time and place disclosed by the Judges' Rota and the daily list. What actually happened was, that the defendant attended at 10.30 before Mr. Justice B. and the plaintiff attended at 10.30 in another place before Mr. Justice C. In the result, Mr. Justice B., in the absence of the plaintiff, discharged the injunction, while Mr. Justice C., in the absence of the defendant, made an order continuing the injunction!

#### Malicious Injuries to Property.

IT is a general doctrine of English law that "*ignorantia legis neminem excusat*." But we know that the doctrine is so far qualified that, in one instance at least, ignorance of law is relevant



as negating the existence of a specific criminal intention. A claim of right is inconsistent with an intent to steal, and STEPHEN gives the following illustration: If the heir-at-law of a deceased man were to appropriate his ancestor's personality, under a mistaken notion that it belonged to him as heir, this would not be theft. Are there any other cases in which the doctrine is similarly qualified? And, in particular, does ignorance of law negative the existence of "malice," which is an essential factor in most of the offences against property comprised in the Malicious Injuries to Property Act, 1861? This question was raised, but not decided, in a case heard by the Court of Criminal Appeal last week (*R. v. Rutter*). A tenant, on the day before that on which his tenancy expired, destroyed a number of plum trees growing in his cottage garden, honestly, though mistakenly, believing that the trees were his, as he had planted them. It was clearly settled upon the original Acts, which are substantially reproduced in the Consolidation Act of 1861—*e.g.*, the Black Act (9 Geo. 1, c. 22)—that the "malice" must be actual spite against the owner of the property, but it has long been determined that "malice" in the Act of 1861 means nothing more than doing the act intentionally without lawful excuse. Is ignorance of law such an excuse? In *R. v. Rutter* an attempt was made to distinguish between the case at bar, in which the general law of the country was concerned, and a case of private right—*e.g.*, a mistake as to the custom of a manor. But, query, whether this distinction will hold. It depends very much on the way in which the case is put. As Mr. Justice WALTON said in *Rutter's case*, "If the prisoner thought that it was lawful to cut down other people's trees, it would be no excuse; but if he thought that the trees were his own, it would be an excuse." Upon the trial of an indictment for "unlawfully, maliciously, and feloniously damaging a mine," BRETT, J., ruled that "if the act was done under a *bona fide* claim of right, it was not done maliciously according to our criminal law" (*R. v. Matthews and Twigg*, 14 Cox, 5). And in *R. v. Clemens* (1898, 1 Q. B. 556) it was held that in cases of malicious injury to property the proper direction to the jury is, "Did the defendant do what he did in the exercise of a supposed right?"

#### Assignment or Sub-lease?

It is sometimes said that a sub-lease for a period equal to or exceeding the lessor's own term is not a sub-lease but an assignment. This illustrates the danger, or at all events the uselessness, of general propositions when framed without regard to all possible applications of them. It is often a matter of considerable difficulty to ascertain what are the precise rights of a sub-lessor who has demised for a period equal to or exceeding his own term. Certainly such a sub-lessor cannot ordinarily distrain; but he may sue for use and occupation: see *Pollock v. Stacy* (9 Q. B. 1033). But in *Beardman v. Wilson* (L. R. 4 C. P. 57) it was said: "It may be necessary to consider further the case of *Pollock v. Stacy*." A case in Western Australia upon this subject is of interest as adding one more to the already considerable number of cases in which it has been held that a sub-lessor, who has not any technical reversion left in himself, may still for practical purposes treat the instrument of lease as a sub-lease and not an assignment. In *Miller v. Commissioner for Railways* (2 W. A. R. 38) certain land was taken compulsorily under statutory powers for railway purposes. This land was under lease to one NICHOLS at a rent of £5 odd a month, and he had sub-let to one WALTERS at a rent of £11 odd a month, for a term exceeding the residue of his own term by two days. After the land had been taken, and before any compensation had been paid, NICHOLS assigned his interest to the plaintiff, who claimed compensation as WALTERS' lessor. If the sub-lease was to be construed as an assignment for all purposes, it is obvious that the plaintiff would have lost the interest represented by the difference between the rent he was paying (£5 odd) and the rent he was entitled to receive (£11 odd). The court, in effect, adopted the principle laid down in *Pollock v. Stacy*—that "the parties intended to create between themselves the relation of landlord and tenant," very nearly the words used by Lord DENMAN in delivering the

judgment of the Queen's Bench—and held that the instrument of lease was to be construed as a sub-lease and not an assignment. The plaintiff was, therefore, held entitled to receive compensation on the footing of his being the lessor of WALTERS at the improved rent.

#### Reading Newspapers in the House of Commons and in the Law Courts.

DURING A recent debate in the House of Commons, a member of Parliament who was sitting on the Opposition front bench, and was reading a newspaper, was called to order by the Speaker, who informed him that the reading of newspapers was not allowed. Any usage against the reading of newspapers cannot be a very ancient one, and may be found irksome by those who live in a newspaper-reading age, and find it difficult to keep their attention on the proceedings of the House; but the ruling of the Speaker is likely to find favour with all those who have occasion to take part in the debates. Newspapers are, as is well known, familiar objects in the law courts. They afford much comfort in hours of weariness to officials down to the ushers, and to legal practitioners, suitors and witnesses. But their right to this relaxation has not always been admitted. A solicitor of good repute having unfolded the *Standard* while in the "well" of Vice-Chancellor MALINS' court, was surprised to hear himself addressed (in an undertone) by the learned judge. "Mr. B.," said the Vice-Chancellor, "we do not allow newspapers in this court." Mr. B. did not dispute the ruling of the learned judge, but it cannot be said to have settled the practice in the Chancery Division. We trust the prohibition does not extend to legal journals. We were once told by a registrar of an instance, many years ago, when a learned leader was observed to be engrossed in a copy of the SOLICITORS' JOURNAL. "Well, Mr. A.?" said the learned and eminent judge, expecting Mr. A. to rise to reply on the case. "Might I ask your lordship to read an article in this journal, setting forth the grounds on which certain orders against solicitors made by Mr. Justice B., resembling that applied for in the present case, are considered to be illegal?" "No, no, Mr. A., you must state the grounds—by the way, is the article that headed 'Solicitor Baiting'?" shewing that the learned judge was not wholly unacquainted with the article.

#### Stopping Railway Trains Without Lawful Excuse.

THE ENACTMENTS under which English railway companies are required to provide efficient means of communication between the passengers and the servants of the company in charge of trains are well known, and passengers are well aware that any one of them who makes use of the means of communication without reasonable and sufficient cause is liable to a penalty. But it is not often that justices have to consider what is a "reasonable and sufficient cause" to warrant a passenger in stopping a train. We have never heard whether the stoppage of an express train by an old lady on the ground that she had lost her spectacles out of the window was the subject of proceedings, and was held to be, or not to be, "reasonable and sufficient cause." In France, where the railway regulations in this respect are similar, a passenger was recently summoned before the correctional tribunal for infraction of the law. He had put his head out of the window of the carriage while the train was going at full speed, and his hat—a fine "Panama" which had cost him fifty francs—was carried off by the wind. He at once applied himself to the alarm bell, and worked the signal so as to effect the stoppage of the train. He failed to recover his hat, and was sentenced by the court, who considered that he had acted without excuse, to a fine of twenty-five francs, and the cost of posting up the particulars of the offence and conviction in twenty-five railway stations. Protests have recently been made in this country against the posting up of convictions in railway stations, as being an undue aggravation of the punishment. Such protests would find little favour in France, where it is common, in cases of judgment for libel or other offences, to require that the particulars of the judgment shall be inserted in newspapers at the defendant's expense.

### The Attempt on the Life of Mr. Heney.

THE ATTEMPT to murder Mr. HENEY, the District Attorney of San Francisco, who has taken a prominent part in the prosecution of those accused of corrupt practices in the administration of the municipality of San Francisco, may remind some of our readers of a similar outrage some years ago in France when M. LABORI, the advocate for DREYFUS and ZOLA, narrowly escaped with his life. It will be observed that in each case these attacks were made during a period of popular excitement, and Englishmen may justly take pride in the fact that, even in periods of extreme political dissension in this country, the bar have been able to discharge their duties without risk from the vengeance of assassins.

### Infanticide and the Death Sentence.

IT IS unfortunate that at present nothing has come of the attempt made by the Lord Chancellor to put an end to the cruel farce of passing death sentences in cases where it is well known that neither public opinion nor the practice of the Home Office will allow the sentence to be carried out. It might not unreasonably have been expected that, after the attention recently called to the matter by the case of DAISY LORD, an effort would be made by general consent to place the administration of the law on a more rational and humane basis. We agree that the new clause in the Children's Bill moved by the Lord Chancellor—"Where a woman is convicted of the murder of her infant, and that child was under one year, the court may, in lieu of passing a sentence of death, sentence her to penal servitude for life or any less punishment"—was not perfect, inasmuch as it left it to the judge to determine whether the death sentence should be pronounced or no; and we should have understood the attitude of the opponents of the clause in the House of Lords if they had proposed an alternative clause which would have definitely got rid of the death sentence in the class of cases in question. But the mere rejection of the clause is very much to be deplored. According to Lord ALVERSTONE, the judges were generally opposed to the Lord Chancellor's clause, but we hope that this is not to be taken as a final statement that they are opposed to an alteration of the law. If so, we anticipate that history will repeat itself, and that public opinion will compel what the official administrators of the law refuse.

### Unregistered Money-lenders.

THE PROVISIONS of the Money-lenders Act, 1900, have raised new questions as to the position of mortgagees who have violated the Act, and the recent decision of EVZ, J., in *Chapman v. Michaelson* (1908, 2 Ch., 612) settles that a money-lender who has made an advance on mortgage without being duly registered must submit to a declaration by the court that the mortgage is void without the borrower being put upon terms as to repayment of the money advanced. The want of registration is a breach of section 2 of the Act, and the result is that the transaction is altogether void: *Victorian Daylesford Syndicate v. Dott* (1905, 2 Ch. 624), *Bonnard v. Dott* (1906, 1 Ch. 740). Where the plaintiff asks for more than a mere declaration of invalidity; where he goes on to seek to recover the securities which were the subject of the mortgage; then the money-lender is in a more favourable position, and it was held by PARKER, J., in *Lodge v. National Union Investment Co.* (1907, 1 Ch. 300) that the borrower, who was suing for equitable relief, could only have it upon terms of doing equity, that is, upon repayment of the money advanced. But in *Chapman v. Michaelson* (*supra*) the borrower—or rather his trustee in bankruptcy—made no such claim; he only sought a declaration that the mortgage was illegal and void, and this he obtained without being put on any terms as to repayment. Such a declaration is a result of the statute and is not in the nature of equitable relief, and the court, on the facts being proved, has no option but to pronounce it. What may be the practical benefit of the declaration is another matter.

Sir Ralph Littler, K.C., has been seriously ill. He is suffering from complications following influenza.

## Costs of Proceedings Relating to a Bankrupt's Estate.

THE COURT of Appeal have in *Re Weighill* (reported elsewhere) decided against the attempt which has been made to get *Re Parfitt* (23 Q.B.D. 40) overruled, and to bring all costs in connection with bankruptcy, although they may not be costs of proceedings in the Bankruptcy Court, within rule 112 of the Bankruptcy Rules, 1886-1890, and so make them liable to reduction under sub-section 2. That rule provides by sub-section 1 that "the scale of costs set forth in the Appendix, and the regulations contained in such scale, shall, subject to these rules, apply to the taxation of costs and charges in all proceedings under the Act and these rules," and by sub-section 2 the costs payable out of the estate are to be only three-fifths of the ordinary charges, if the estimated assets of the debtor do not exceed £300. Part II. of the Appendix to the rules contains the scale of solicitors' costs, and this is divided into six parts, a seventh part containing the general regulations. The six tables of costs refer to items which would arise in proceedings in the Bankruptcy Court, petitioning debtor or creditor's solicitor's costs, taxation, debtor's solicitor's costs, &c.—and they raise, accordingly, a strong presumption that the entire scheme as to costs was intended to apply only to proceedings in the bankruptcy.

A wider scope might perhaps be given to the scheme by a literal reading of the first clause of the General Regulations, which runs: "All costs, save as in this scale provided, which shall be properly incurred under the provisions of the Act or rules, shall be allowed on the 'Lower Scale' in Appendix N. to the R.S.C. 1883;" and in the present case it was argued that this clause widened the effect of the scale so as to make it a complete code for all costs whatever incurred in the realization or distribution of the estate of the bankrupt. But as MOULTON, L.J., pointed out, the result would be that in proceedings in the county court the High Court scale would be substituted for the county court scale, and this conclusion he naturally characterized as absurd. Hence the clause does not have the effect of carrying the scale costs beyond the scope indicated by the nature of the particular items, namely, proceedings in the Bankruptcy Court. These therefore are the proceedings to which sub-section 1 of rule 112 relates. Then, when sub-section 2 goes on to cut down the costs to three-fifths of the scale where the assets are not over £300, the same costs are aimed at, and the only costs which are so to be cut down are the costs of proceedings strictly in bankruptcy. This is the conclusion at which the Court of Appeal have arrived in the present case, and they have held, affirming the decision of the Divisional Court (52 SOLICITORS' JOURNAL 728), that where, in the course of the bankruptcy, solicitors are employed to take out probate to a deceased person, the costs of so doing are not within rule 112 so as to be subject to reduction under sub-section 2.

A similar point arose in *Re Parfitt* (*supra*) with respect to conveyancing costs. Clause 2 of the General Regulations applies the Remuneration Order to conveyancing business in connection with a bankrupt's estate, and in *Re Parfitt* it was argued that this brought such costs within rule 112 so as to make them subject to reduction where the estate was under £300. But CAVE, J., pointed out that the General Regulations dealt not only with matters falling within the preceding tables of costs, but also with other matters, and that rule 112 only incorporated the General Regulations so far as they applied to proceedings in the Bankruptcy Court, as to which a scale was fixed by the rules. Rule 112, he held, did not apply to conveyancing costs, as to which no scale was fixed in bankruptcy, but which were left to be fixed in the ordinary way. And he pointed out that to reduce conveyancing costs to three-fifths in accordance with rule 112 (2) would be to reduce costs already subject to reduction under their own scale. Under the Remuneration Order, the minimum fee of £5 is reduced to £3 in transactions under £100. "So there you find a case in which, although the work done may be quite as heavy and quite as laborious, yet when the transaction is under £100 the remuneration is to be three-fifths of what it would otherwise be." It could not be intended to effect a further reduction



in what had been already thus reduced, and accordingly it was held that rule 112 (2) did not apply to conveyancing business.

The same consideration has weighed with the Court of Appeal in the present case of *Re Weighill* (*supra*). "If," said MOULTON, L.J., "there had been room for doubt with regard to sub-section 1, a consideration of sub-section 2 would have strengthened the arguments in support of the same conclusion, for it is well known that in some cases costs of non-contentious and even of contentious matters are reduced by the Rules of the Supreme Court or under special statutes where the subject-matter is small. Seeing, then, that in these cases the smallness of the subject-matter has already been taken into consideration in determining the proper costs to be allowed, it would indeed be improbable that the Legislature should have permitted a still further reduction because the transactions were connected with a bankrupt's estate;" and he referred to *Re Parfitt*, as a decision "now twenty years old, and which has been acted on ever since without question until the present case." The effect is, therefore, to affirm *Re Parfitt*, and to confine rule 112, with the special reduction of costs under sub-section 2, to proceedings in bankruptcy.

## The Merchant Shipping Acts in the Oversea Dominions.

It is very commonly laid down in general terms by text-book writers that the Merchant Shipping Acts apply throughout the British dominions. Even when the statement is less general, and is to the effect that these Acts apply in part throughout the Empire, the statement is usually supported merely by reference to some individual enactments that do undoubtedly so apply, and no text-writer, so far, appears to have made a systematic study of the question of the extent to which the Merchant Shipping Acts of the United Kingdom are in force in the oversea dominions. This question has some practical interest at the present moment, for a discussion is going on between the Australian Government and the Colonial Office with respect to the powers of the Commonwealth to legislate on the subject of navigation.

The Merchant Shipping Act, 1894, is divided into fourteen parts, comprising in all 748 sections, and in addition there are twenty-two schedules. Only in the case of Part I. is there an enactment by which any portion of the Act is made to apply in the oversea dominions without qualification. Part I. deals principally with the registry of ships—what one may call the conveyancing part of the subject, and section 91 enacts that "this part of this Act shall apply to the whole of her Majesty's dominions, and to all places where her Majesty has jurisdiction." Part VIII. relates to the liability of shipowners, and section 509 enacts that "this part of this Act shall, unless the context otherwise requires, extend to the whole of her Majesty's dominions." Part XIII. relates to legal proceedings, and section 712 enacts that "this part of the Act shall, except where otherwise provided, apply to the whole of her Majesty's dominions." By section 264 the Legislature of a British possession may bring any provisions of Part II. ("Masters and Seamen") into operation, where such provisions would not ordinarily be in operation in the possession. Then by section 735 colonial Legislatures may repeal any provisions of the Act (with certain exceptions), but the repeal must be confirmed by Order in Council; and by section 736 a colonial Legislature may legislate with respect to the coasting trade of that particular British possession.

In addition to the argument against the general applicability of the Act to be derived from the express enactments as to Parts I., VIII., and XIII., there are some provisions that could by no reasonable construction be intended to apply overseas. Thus, by section 713 the Board of Trade has the general superintendence of matters relating to merchant shipping and seamen; it can hardly be supposed that the jurisdiction of the Board of Trade is to extend into the self-governing dominions. By section 721 instruments relating to transfers, &c., of ships are exempt from stamp duty. The power of the self-governing dominions to impose stamp

duties on transfers of ships registered within their jurisdiction can hardly be doubted.

The sections of this lengthy Act above referred to will serve to indicate the kind of difficulties which may be expected to crop up in determining to what extent the provisions of the Act apply outside the United Kingdom. The principal point at issue between the Australian Government and the Colonial Office at present seems to be concerned with the necessity, or supposed necessity, for an Imperial Order in Council (under section 735) to confirm the proposed navigation legislation of the Commonwealth. The Colonial Office contend that the Commonwealth Parliament has no greater powers of independent legislation than had the separate States before federation. Correspondence between London and Melbourne on this point is published in a recent Blue Book.

Whether the Australian Constitution has conferred wider powers of legislation or not upon the Commonwealth, the effect of any statute passed by the federal Parliament relating to British ships must certainly be wider in a territorial sense than a similar statute passed by all the separate States before federation. By clause 5 of the covering clauses in the Constitution Act "the laws of the Commonwealth shall be in force on all British ships, the Queen's ships of war excepted, whose first port of clearance and whose port of destination are in the Commonwealth." This has been judicially interpreted to mean that the laws of the Commonwealth are binding on such vessels, wherever they may be or however far from land: *Ex parte Oesselman* (2 S. R. (N. S. W.), at p. 443). With respect to the Commonwealth's powers of legislation, the Australian contention is that these are conferred by the Constitution itself (sections 51 and 98), independently of the Merchant Shipping Act, 1894.

## Reviews.

### Books of the Week.

Supplement to the Judicial Dictionary of Words and Phrases Judicially Interpreted and of Statutory Definitions. By F. STROUD, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Responsibility in Law: An Inquiry into the Meaning of Law and of Responsibility. By R. W. RANKINE WILSON, M.A., B.C.L., LL.D., Barrister-at-Law. Butterworth & Co.

The English Reports. Vol. LXXXVIII.: King's Bench Division XVII., containing Modern 8 to 12. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Sweet & Maxwell's Diary for Lawyers for 1909. Edited by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice, one of the Editors of "The Annual Practice," and J. JOHNSTON, of the Central Office. Sweet & Maxwell (Limited).

1909. Catalogue of Law Books, Canadian, English, Colonial, American. Canada Law Book Co. (Limited), Toronto; Cromarty Law Book Co., Philadelphia.

## Correspondence.

### Beating Down Solicitors' Costs.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—This morning we received by post the following memorandum:—

"Estimates of costs are being asked for converting this 'business into a two-member private limited company, capital '£500. Address only 'A. B.' as above."

We trust that the profession will consign communications of this sort to the waste-paper basket.

BIDDLE & Co.

22, Aldermanbury, London, E.C., Nov. 14.

### Portrait of the Right Hon. D. Lloyd George, M.P., Chancellor of the Exchequer.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I have pleasure in stating that I have now received a sufficient sum to pay for the above portrait, and I append a list of subscriptions received since the last acknowledgment in your journal.

The total is £426 8s., which is deposited at my bankers in an earmarked account.

The artist's fee is £420. The balance, with a small amount allowed for interest by the bank, will nearly cover the expenses of printing, typewriting and postages, and any small balance I shall of course be pleased to pay myself. I do not require any further subscriptions.

A good beginning has been made with the picture. The artist, Sir Luke Fildes, R.A., is now in Italy, but is returning next month, when he will complete it.

JOHN GRAY HILL.

10, Water-street, Liverpool, Nov. 17.

Amount previously acknowledged £213 10s. 0d.

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## CASES OF THE WEEK.

### House of Lords.

**STEAD v. NEWPORT UNION. GREEN v. THE SAME.**  
7th and 13th July; 11th Nov.

**POOR RATE—RATEABLE VALUE—EXPENSE NECESSARY TO COMMAND RENT—DEDUCTIONS—RENT CHARGE IMPOSED FOR PROTECTION OF LANDS FROM INUNDATION—RENT CHARGE AFFECTING SOME ONLY OF PROTECTED HEREDITAMENTS—PAROCHIAL ASSESSMENTS ACT, 1836 (6 & 7 WILL. 4, c. 96), s. 1.**

By a local Act certain lands in a level under the jurisdiction of Commissioners of Sewers were made subject to annual rent charges for the purpose of raising the funds necessary for the protection of the land against incursions of the sea. Other lands in the level, which were also protected by the same works, had become and were exempt from any liability to contribute towards the costs of the works.

Held, that the appellants were in each case entitled to a deduction from the rateable value in respect of the rent charge or such proportion thereof as was the proper share of his premises, on the footing that all the protected lands were taken to contribute rateably having regard to the protection they received.

These were appeals against orders of the Court of Appeal (reported 1907, 2 K. B. 460) affirming in each case the judgment of the Divisional Court reversing a decision of the Court of Quarter Sessions for the County of Monmouth upon a case stated for the opinion of the High Court. The material facts in Stead's case were that he occupied a farm, called Moorbar Farm, in the parish of Nash, which was the property of the Provost and Fellows of Eton College. The farm was on low land, and liable to inundation if there were defects in the sea wall or other works maintainable by the Commissioners. By his lease he covenanted to pay all rates, taxes, and other charges except tithe rent charge, land tax, and property tax, and to keep the gate, fence walls, culverts, drains, and fences of every description in good repair and condition, and to do all works ordered from time to time to be done by the Commissioners of Sewers for the Caldicot and Wentloogie Level except the sea walls, bridges, and gouts. The appellant appealed against an assessment to poor rate to the quarter sessions upon the ground that in arriving at the rateable value of this farm pursuant to the Parochial Assessment Act, 1836, not any or an insufficient deduction or allowance had been made in respect of the rent charges payable by the owners of the farm to the Commis-

sioners of Sewers of the level by and for the purposes of the Caldicot and Wentloogie Level Act, 1884. The case of Green was similar to Stead's case, except that it was stated that the buildings of his farm (Hill Farm) were situated upon a hill and free from floods, but the remainder of the land occupied by Green would be liable to inundation if the sea wall was not properly maintained. The Divisional Court held (reversing the decision of quarter sessions) that in ascertaining the rateable values of premises subject to the rent charge the amount of the rent charge was not a proper deduction from the gross estimated rental, since it was not an expense necessary to maintain the property in a state to command the hypothetical rent. The occupiers appealed. The Court of Appeal (Coxens-Hardy, M.R., and Buckley, L.J.; Vaughan Williams, L.J., dissenting) held that in ascertaining the rateable value of land, subject to such a rent charge, the amount of the rent charge as a whole was not an expense which could properly be deducted from the gross estimated rental as an expense necessary to maintain the land in a state to command the hypothetical rent for the rent charge, so far as it exceeded the proportionate share of the expenses of maintaining the works which the land charged ought to bear if they were apportioned rateably, did not differ in principle from a mortgage on land by a landowner in respect of which no deduction could be allowed. From that decision this appeal was brought.

Their lordships reserved judgment.

Lord LOREBURN, C., in giving judgment, said he was of opinion that the decision of the majority of the Court of Appeal should be reversed. He agreed with the decisions in the courts below that if their lordship's House was restricted to the mere duty of pronouncing whether or not the entire appropriated rent charge was to be deducted the answer on the findings in the special case must be in the negative. He thought, however, that the proper course was to answer the question asked in the special case by a declaration that the appellant was entitled to a deduction from the rateable value in respect of the rent charge or such portion thereof as was the proper share of his farm, on the footing that all the protected lands should contribute rateably having regard to the protection they received; and that a similar declaration *mutatis mutandis* should be made in Green's case, each party to pay their own costs there and below.

LORDS ASHBOURNE, MACNAGHTEN, and COLLINS concurred.—COUNSEL, Macmorran, K.C., Bosanquet, and Wrottesley; Ryde and Corner. SOLICITORS, Hallows, Carter, & Ellis; Kinch & Richardson, for Lyndon Moore & Cooper, Newport, Mon.

[Reported by ERSKINE REID, Barrister-at-Law.]

## High Court—Chancery Division.

**BURGOS v. NASCIMENTO.** Eve, J. 13th Nov.

**BILL OF LADING—INDORSEMENT TO AGENT—SPECIAL PROPERTY—RIGHT TO POSSESSION AS AGAINST EXECUTION CREDITOR OF CONSIGNOR—INTENTION.**

The effect of the indorsement of a bill of lading depends upon the intention of the parties. Accordingly, where a bill of lading is indorsed to an agent it confers no property in the goods, but only clothes the agent with authority to take possession for the consignee. Sewell v. Burdick (10 A. C. 74) applied.

This was a motion to discharge an order made on an interpleader summons by which it was ordered that the claimant McKeand be barred and that no action be brought against the sheriff. The plaintiff Burgos, of Lisbon, consigned to Messrs. Bussey Brothers, of London, seventy bales of cork. On their being unshipped at the docks, they were seized by the sheriff on behalf of the defendant Nascimento, who was an execution creditor of the plaintiff. Messrs. Bussey Brothers indorsed the bill of lading to McKeand, who was a warehouseman, and he claimed the goods as indorsee against the sheriff. On an interpleader summons McKeand was ordered to be barred, and he now moved to discharge that order. He contended that the indorsement conferred upon him a special property which was sufficient to entitle him to maintain trover, and that that was so even when the indorsement was made without consideration. On the other hand, it was argued that an indorsement without value did not pass any property, and that there was no case where an agent, disclosing his principal, had been held entitled to goods as against the sheriff and execution creditor. The claimant, who said the case was of immense importance to warehousemen, relied upon a passage in the judgment of Best, C.J., in *Morison v. Gray* (2 Bing. 260).

EVE, J., after stating the facts, said: I take it that the applicant McKeand in order to succeed must shew that he has a special property in the goods and a right to present possession. He says that the indorsement operated as a transfer of the goods, giving him the right to possession. The question is whether the indorsement clothed him with sufficient property to maintain trover. Counsel says authority for the proposition that indorsement confers a special property is to be found in *Morison v. Gray*, and it is true that Best, C.J., did say that by the indorsement of a bill of lading a special property was conferred on the agent sufficient to entitle him to maintain trover. If the passage is taken by itself it is an authority binding on me. But the court was there considering whether the facts of that case could be distinguished from *Waring v. Cox* (1 Camp. 369) and *Cox v. Harden* (4 East 211). I cannot take the sentence as a general proposition having regard to *Waring v. Cox* and *Cox v. Harden*. The real effect of the judgment was that the indorsement of a bill of lading entitles an agent to stop *in transitu*. It is not a sufficient authority for the general proposition, and was not intended



to overrule *Waring v. Cox* and *Cox v. Harden*. It is true that the point was left open in *Cox v. Harden*, but it is impossible not to see that if it had been necessary to deal with the point the court would have decided against the right of the agent. I do not think, however, that the point is any longer open. The case of *Sewell v. Burdick* (10 A. C. 74) makes it clear that one must have regard to the intention of the indorser, and that the effect of the indorsement is limited by the intention. Here the aim, object, and purpose of the indorsement was to enable McKeand to take possession of the goods for Bussey Brothers, and all that they did was to clothe him with authority to take possession of the goods. The moment one ascertained the true functions of McKeand, that moment it was seen that he acquired no property in the goods. The motion would therefore be dismissed with costs.—COUNSEL, J. B. Matthews; P. O. Lawrence, K.C., and Clayton. SOLICITORS, Lumley & Lumley; Rossiter & Odell.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**Re ATKINS, SMITH v. ATKINS.** Eve, J. 12th Nov.

PRACTICE—PAUPER—RIGHT TO SUE IN FORMA PAUPERIS—MARRIED WOMAN—ANNUITY SUBJECT TO RESTRAINT AGAINST ANTICIPATION—HUSBAND NOT JOINING IN AFFIDAVIT AS TO MEANS—R. S. C. XVI. 22.

A married woman, whose only income, apart from what she earned in teaching one or two girls, was an annuity of £52 a year, subject to restraint on anticipation, made an affidavit in which her husband did not join, in which she deposed that she was not worth £25, her wearing apparel and the subject-matter of the action alone excepted.

Held, that she was not entitled to sue in forma pauperis.

Semble, the husband of a married woman who seeks to sue in forma pauperis must join in her affidavit as to means.

This was an application to discharge an order giving the plaintiff liberty to sue in forma pauperis. The action was commenced by writ in September, 1907, and was for the execution of the trusts of an indenture of settlement. In November, 1907, the plaintiff was ordered to find security for costs to the amount of £50, which she paid into court. The plaintiff delivered her statement of claim, and the defendants delivered their defences. In March, 1908, the defendants obtained an order for further security for costs to the amount of £150. The plaintiff assigned to her solicitors the £50 paid into court towards the costs incurred down to March, 1908. Her only income, apart from what she earned in teaching one or two pupils, was the sum of £52 per annum, which she received from the trustees of the settlement. She alleged that she was not worth £25, her wearing apparel and the subject-matter of the action only excepted. An order was made on the 29th of April, 1908, giving her liberty to sue in forma pauperis. The present application to discharge that order was made on the grounds that she was possessed of more than £25, exclusive of the subject-matter of the action, and that the plaintiff was a married woman and her husband had not joined in her affidavit as to want of means. The husband was until recently in prison in America, and his present whereabouts were unknown. The annuity of £52, to which the plaintiff was entitled under the settlement, was subject to a restraint on anticipation. It was contended on her behalf that the £25 must be available, and that she had not £25 available for prosecuting the action. The principal case referred to was *Kydd v. Liverpool Watch Committee* (24 Times L. R. 257).

Eve, J., said the burden lay on the person seeking to sue in forma pauperis to satisfy the court that he was not worth £25, his wearing apparel and the subject-matter of the cause or matter only excepted. The question was whether the plaintiff had established that fact according to the rules laid down in the cases. It was said on behalf of the defendants that the plaintiff had failed to make out her case in two respects. First, that she was a married woman, and her husband had not joined in her affidavit as to means. His lordship was not sure that that was not fatal to her claim to sue in forma pauperis, but he would not like to decide against her on that ground, because her husband had been recently released from prison in America and nothing more had been heard of him. It would be extremely hard on the plaintiff to discharge the order simply because her husband could not be found. Fortunately, the court was not called upon to decide the case on that ground, because there was another ground on which the case could be disposed of. According to the cases the plaintiff had not established her want of means. She had an income of £52 a year. True it was that that income was subject to restraint against anticipation. But that fact alone was not sufficient to entitle her to sue in forma pauperis any more than the half-pay of an officer or the pension of a policeman was sufficient to induce the court to say that they are not to be taken into consideration. The plaintiff is in possession of an annuity subject to restraint against anticipation, but it is competent for the court to remove the restraint. Therefore, although the restraint was operative, the fact that it was capable of being removed brought the case within *Kydd v. Liverpool Watch Committee*. Having an annuity of £52, though subject to restraint, it could not be said that the plaintiff was not worth £25. She was not therefore entitled to proceed in forma pauperis, and the order would be discharged.—COUNSEL, Gaby; Luzmoore; Dill. SOLICITORS, Simpson, Palmer & Winder; Webster & Duncan; Nelson & Sons.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**GREENWOOD v. GREENWOOD.** Eve, J. 11th Nov.

PRACTICE—MISJOINDER OF CLAIMS—STRIKING OUT EMBARRASSING STATEMENT OF CLAIM—ELECTION TO PROCEED AGAINST ONE DEFENDANT—R. S. C. XVI. 4.

The plaintiff claimed, as against one defendant, who had purchased

the plaintiff's business, a sum of £5,563 in respect of capital due to him from the business. He also claimed, as against another defendant who had been appointed receiver and agent to wind up the business, damages for negligence. On a motion by the first named defendant to strike out the statement of claim as embarrassing,

Held, that the plaintiff must elect which of the two defendants he would proceed against.

Held, also, that the application was properly made by motion.

This was a motion to strike out the statement of claim as embarrassing unless the plaintiff elected whether he would proceed against the defendant Herbert Greenwood or against the defendant W. H. Armitage. By a deed of the 31st of July, 1906, it was agreed that the partnership between the plaintiff Joseph Greenwood and Frank Greenwood should be dissolved, and the defendant Armitage was appointed receiver, attorney and agent of the partnership assets for the purpose of winding up the business. The plaintiff alleged that at the date of such deed there was due to him from the firm in respect of capital the sum of £5,563. By an agreement of the 7th of December, 1906, Armitage agreed to sell to the defendant Herbert Greenwood the goodwill and assets of the business subject to the payment of the debts and liabilities of the vendors and the remuneration of the receiver. The sum of £5,563 due to the plaintiff in respect of capital was alleged to be one of those debts and liabilities. It was alleged that the defendant had negligently dealt with the assets, and had improperly sold the business at a gross undervalue and had retained a sum far in excess of his remuneration. The plaintiff claimed as against the defendant H. Greenwood the payment of the sum of £5,563, and as against the defendant Armitage an account of his dealings with the partnership estate and damages for negligence and breach of duty as receiver and agent. The defendant H. Greenwood moved to strike out the claim as embarrassing. The principal cases cited in support of the motion were *Sadler v. Great Western Railway Co.* (1896, A. C. 450), *Gower v. Couldridge* (1898, 1 Q. B. 348), *Thompson v. London County Council* (1899, 1 Q. B. 840), *Frankenburg v. Great Horseless Carriage Co.* (1900, 1 Q. B. 504). It was contended on behalf of the respondent that all the cases cited were common law actions for tort, and did not apply to the present case: *Child v. Stenning* (5 Ch. D. 695). It was also contended that the application was wrongly made by motion and ought to have been by summons: *Pepperell v. Hird* (1902, 1 Ch. 477).

Eve, J., said with regard to the form of the application it certainly was not outside the jurisdiction of the court to deal with the matter on motion. With regard to the merits: This was a double-barrelled action. The plaintiff was one of two partners who had dissolved the partnership by consent. The defendant Armitage was appointed to wind up the business, and he as agent and receiver entered into a contract for sale of the goodwill and assets to the defendant H. Greenwood on the basis of payment of the debts and liabilities by the purchaser. But the plaintiff said that there was still due to him £5,563 in respect of capital, and that he was suing the defendant Greenwood for that sum. That was the action as against Greenwood, and for that purpose it was wholly immaterial to consider the relationship between the plaintiff and the defendant Armitage. The plaintiff's claim against Armitage was one in which the defendant H. Greenwood had no interest, and was in effect a claim for damages for negligence. That being so, the court adopted the words of Lord Watson in *Sadler v. Great Western Railway Co.* (1896, A. C. at p. 454), where he says: "It is perfectly obvious that the statement of claim sets forth two separate and distinct causes of action against two separate defendants. I do not think that upon any fair construction of the pleadings there is set forth any joint claim against the defendants." This case would be different if it was suggested that H. Greenwood had been acting in collusion with Armitage. But that was not the case. There were therefore two distinct causes of action, and the defendant Greenwood asked to be freed from the entanglement. Was he entitled to have the two causes of action discovered? His lordship thought he was, and ordered the plaintiff to elect which defendant he would proceed against.—COUNSEL, P. O. Lawrence, K.C., and Wheeler; Stewart Smith, K.C., and Jacobs; Owen Thompson. SOLICITORS, Helliwell, Harby & Evershed, for Jubb, Booth & Helliwell, Halifax; J. Woodhouse, for C. H. Marshall, Huddersfield; Speyer & Sons.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## High Court—King's Bench Division.

**FAWCETT v. HORSFIELD.** Bucknill, J. 6th Nov.

COUNTY COURT—COSTS—ACTION DISCONTINUED—NO POWER TO CERTIFY FOR COSTS ON "HIGHER SCALE"—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), ss. 118, 119—COUNTY COURT RULES, 1903-6, IX. 1; LXIII. 7.

Where the plaintiff in a county court action gives notice of discontinuance under ord. 9, r. 1, the judge, in awarding costs to the defendant under that rule, has no power to direct them to be taxed on a scale higher than that ordinarily applicable to the sum claimed by the plaintiff.

Summons for prohibition. The plaintiff commenced his action on the 22nd of July, in the New Malton County Court, claiming in his particulars of claim £5 damages on account of the defendant's neglect to clean out a certain water-

course bounding land in his occupation whereby land of the plaintiff was flooded. On the 5th of August (the return day) the defendant applied for an adjournment in order to prepare his defence, and the case was adjourned, against the plaintiff's wish, till the 7th of October, the costs of the day being reserved. On the 1st of October, owing to the illness of the plaintiff, notice of discontinuance was given to the defendant and to the registrar. On the 7th of October, the defendant, after giving to the plaintiff notice of his intention to do so, applied to the county court judge (Mr. Cyril Dodd, K.C.) for costs on the "C" scale. The plaintiff contended that there was no jurisdiction to make such an order; but the judge held that he had jurisdiction, and, after hearing the defendant's statement as to the nature of the action and reading the correspondence which had passed between the parties, he made the following order:—"Costs to defendant on the 'C' scale, on the ground that the action raised a question of public interest and importance. Plan to be allowed for, and expert witnesses for qualifying to give evidence, reasonable fees," and he certified accordingly. The judge refused leave to appeal; and the plaintiff, by leave of Bucknill, J., thereupon issued a summons for prohibition. In the meantime the costs had been taxed at £14 14s. 8d., subject to the consideration of objections. The summons was heard on the 6th of November, and, the plaintiff having died since service of it, one of his executors was added by consent. By section 119 of the County Courts Act, 1888, "The judge may award costs on any scale higher than that which would be otherwise applicable . . . to a defendant who successfully defends an action brought for any amount, however small, provided that the said judge certifies in writing that the action involved some novel or difficult point of law, or that the question litigated was of importance to some class or body of persons, or of general or public interest." By ord. 53. r. 7, "... the application . . . for any certificate under s. 119 of the Act shall be made at or immediately after the trial or hearing . . ." Counsel in support of the summons argued that there was no jurisdiction to make the order: a defendant cannot be said to "successfully defend" an action which the plaintiff discontinues, at any rate in the county court, where no appearance is entered. A question cannot be "litigated" so as to be of "importance" or "interest" until there is a decision on the merits: the judge had, and could have, no materials properly before him upon which he could exercise a judicial discretion: the action being dead, he could not hold a sort of *quasi* trial to ascertain whether he ought to certify: *cf. Wilcox & Gibbs v. James* (1897, 2 Ch. 71). The words of ord. 53. r. 7, shew that an order cannot be made unless the case comes to trial, and they are imperative (not directory): *cf. Morley v. Bevington* (1905, 22 T. L. R. 28).

BUCKNILL, J., held that there was no jurisdiction to make the order, and that prohibition must issue. He did so with regret, thinking that it was *casus omnisus*, and that considerable hardship might be inflicted on a defendant.—COUNSEL, G. R. Hill; *Slater*. SOLICITORS, *Arckoll, Cockell & Chadwick*, for A. E. B. Souby, Malton; *Griffith & Gardiner*, for J. Estill, Malton.

[Reported by G. R. HILL, Barrister-at-Law.]

#### PITTS v. MICHELMORE. Div. Court. 3rd Nov.

ELECTION LAW—PARLIAMENTARY REGISTRATION—SUCCESSIVE OCCUPATION OF TWO DWELLING-HOUSES DURING THE QUALIFYING PERIOD—HOUSE NOT RATED DURING QUALIFYING PERIOD—RATES NOT PAID DURING QUALIFYING PERIOD—REPRESENTATION OF THE PEOPLE ACT, 1867 (30 AND 31 VICT. c. 102) s. 3.

Where an occupier occupies two premises during the whole of the qualifying period in immediate succession as two dwelling-houses in the same parish, and has paid all rates due in respect of the dwelling-house first occupied; but no one has been rated in respect of the dwelling-house subsequently occupied between the commencement of the occupation and the termination of the qualifying period, although the then current rate had been made (on the 6th of April) before the commencement of the occupation (June), and the occupier has made no claim to be rated in respect of those premises, and no tender or payment under 2 & 3 Will. 4, c. 45, s. 30, and 31 & 32 Vict. c. 58, s. 30, of the sum which would have been due had he been rated—in such case the occupier is not entitled to have his name registered in Division I. of the occupiers' list of the parish.

Palmer v. Wade (38 SOLICITORS' JOURNAL, 114; 1894, 1 Q. B. 268) followed.

Case stated by the revising barrister for the Torquay Division of the County of Devon. An objector appeared at courts of the revising barrister held at Torquay, Brixham, and St. Marychurch, and duly objected to the names of Frederick William Pitts, Samuel Barter, Daniel Friend, Samuel Henry Lonsdale, John Harding, Vivian C. Haslewood, and George Smale being retained on Division I. of the occupiers' lists of their respective parishes on the ground that they had not been rated in respect of the qualifying premises during the whole of the qualifying period of occupation in accordance with the provisions of section 3 of the Representation of the People Act, 1867. Frederick William Pitts occupied, during the whole of the qualifying period, in immediate succession as dwelling-houses, premises known as 10, Peditford-terrace, Torquay, in the Parish of Tormoham, and 3, Alexandra-terrace, Torquay, in the same parish, and had been duly rated, and had paid all rates due in respect of the first-named premises. Frederick William Pitts came into the occupation of 3, Alexandra-terrace aforesaid, in June, 1903; the then current rate for the said parish had been made on the 6th of April preceding, for the period ending the 29th of September, 1903, but by reason of the fact that on the date of the making of the said rate the premises were unfinished,

no one was then rated in respect thereof, and, in fact, no one was rated in respect thereof between the commencement of the said occupation and the termination of the qualifying period. No claim to be rated in respect of the said premises, and no tender or payment under 2 & 3 Will. 4, c. 45, s. 30, and 31 & 32 Vict. c. 58, s. 30, of the sum which would have been due had he been rated were ever made by Frederick William Pitts. The facts in the case of Samuel Barter were similar to those of the said Frederick William Pitts. The facts in the cases of Daniel Friend and Samuel Henry Lonsdale were similar to the above-mentioned facts, save that they in fact paid the sums which would have been due had they been rated on a date subsequent to the termination of the qualifying period as from the commencement of their occupation. The facts in the cases of John Harding, Vivian C. Haslewood, and George Smale were similar to the facts set out with regard to Frederick William Pitts, save that the overseers on dates subsequent to the termination of the qualifying period inserted the names of the said persons in the respective current rates, in pursuance of the powers conferred on them by section 38 of the Poor Law Amendment Act, 1868, and charged them, and were in fact paid by them in full, after the termination of the qualifying period, the sums due from the date of their going into occupation of the said premises. The revising barrister held that none of the above-mentioned persons were entitled to have their names registered on the said respective lists, and expunged their names therefrom. Due notice of appeal was given in each case, and the barrister ordered the appeals in all the cases to be consolidated. If the court were of opinion that the barrister's decision was wrong, the names of the said persons were to be restored to the said lists.

THE COURT (LORD ALVERSTONE, C.J., and WALTON and SUTTON, JJ.) held that the decision of the revising barrister was right, as the second-mentioned premises had not been rated and no rates had been paid in respect of those premises during the qualifying period.—COUNSEL, *Dady*. SOLICITORS, *Brooks, Jenkins, & Co.*, for C. H. Clode, Torquay.

[Reported by C. G. MORAN, Barrister-at-Law.]

#### ACTON URBAN DISTRICT COUNCIL v. LONDON UNITED TRAMWAYS (1901) (LIM.). Div. Court. 29th Oct.

HIGHWAYS—DUTY OF TRAMWAY PROMOTERS—"MAINTAIN AND KEEP IN GOOD CONDITION AND REPAIR"—REMOVAL OF SNOW FROM TRAMWAY—TRAMWAYS ACT, 1870 (33 & 34 VICT. c. 78), s. 28.

The promoters are not bound under section 28 of the Tramways Act, 1870, to remove snow which has fallen upon their tramways.

The plaintiffs, by agreement with their county council pursuant to section 11 (4) of the Local Government Act, 1888, were bound for a term of years, in consideration of a money payment, to undertake the scavenging, watering, and removal of snow from a main road in their district. The defendant company incorporated under Acts which included section 28 of the Tramways Act, 1870, had lawfully laid their tramways along the said main road. By section 28 of the Tramways Act, 1870: "The promoters shall at their own expense at all times maintain and keep in good condition and repair with such materials and in such manner as the road authority shall direct, and to their satisfaction, so much of any road whereon any tramway belonging to them is laid as lies between the rails of the tramway and the portion of the road between the tramways, and in every case so much of the road as extends eighteen inches beyond the rails of and on each side of any such tramway." Upon the failure by the promoters to do their duty under the section the road authority may do the work and charge the promoters with the expenses so incurred. On a certain part of this main road there was a minimum width of eight feet from the kerb of the pavement to the edge of the wood paving laid down by the tramway company eighteen inches outside the exterior rail. On the night of the 25th of December, 1906, there was a heavy fall of snow over this road, and the snow lay to a depth of about four or five inches. On the early morning of the 26th of December the defendants sent a tramcar with a board fixed in front of it to act as a snow plough along the tram lines in this main road. The snow was thus pushed right off the wood paving and thrown on to the sides of the road, heaping up the snow at the sides of the road. The defendants dealt similarly with a lighter fall of snow on the night of the 26th of December. On an action brought by the plaintiffs to recover the sum of £25 as the additional cost incurred by them in removing the snow owing to the action of the defendants' snow plough, the county court judge found that the piled up snow covered a space of three feet in width and that the heap was eighteen inches at its highest point, and that though the sides of the road were not rendered impassable for ordinary wheeled traffic, yet there was constituted a substantial obstruction to the traffic over a not inconsiderable portion of the roadway, and that the task of the plaintiff council in afterwards removing the snow, as they did, from the roadway was thus made more difficult and costly than it would otherwise have been. The action was brought on the grounds (1) that under section 28 of the Tramways Act, 1870, the defendants were bound to remove the snow from that part of the main road repairable by them, and that they had failed to perform this duty, as they only removed the snow from one part of the highway to another part of it, and that the plaintiffs had discharged this duty imposed by law upon the defendants, and (2) that the defendants had created a nuisance, and that damage was thereby caused to the plaintiffs. The county court judge held that there was no duty imposed upon the defendant company under section 28 of the Tramways Act, 1870, or otherwise to remove the snow that had fallen upon their tramways, but he held that the defendants had created a nuisance, and so had committed a tort, and



he gave judgment for the plaintiffs for £25 and costs. Both the plaintiffs and the defendants appealed.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and WALTON, JJ.) held that the judge of the county court was right in holding that there was no duty upon the defendant company under section 28 of the Tramways Act, 1870, or otherwise to remove the snow that had fallen upon their tramways. But they allowed the defendants' appeal, holding that there was no evidence that they had created a nuisance causing peculiar damage to the plaintiffs.—COUNSEL, *Nield; Naldrett*. SOLICITORS, *Stanley, Wasbrough, Doggett & Baker; Hemsley & Co.*

[Reported by C. G. MORAN, Barrister-at-Law.]

## Bankruptcy Cases.

*Re WEIGHILL. Ex parte THE OFFICIAL RECEIVER.* C.A. No. 2. 30th Oct.; 12th Nov.

BANKRUPTCY—COSTS—TAXATION—SMALL BANKRUPTCIES—"PROCEEDINGS UNDER THE ACT"—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 121—BANKRUPTCY RULES, 1886-1890, r. 112.

During the course of a small bankruptcy the Official Receiver, acting as trustee in the bankruptcy, employed solicitors to obtain a grant of administration of the estate of the bankrupt's wife in the Probate Division. The registrar of the county court taxed off two-fifths of the profit costs of the solicitors, holding that the steps taken to obtain administration were proceedings under the Bankruptcy Act, 1883, within the meaning of rule 112 of the Bankruptcy Rules, 1886-1890. The Divisional Court (Bigham and Jelf, JJ.) reversed the decision of the registrar, but expressed the opinion that they would not have done so had they not felt bound by the case of *Re Parfitt* (37 W. R. 751, 23 Q. B. D. 40).

The Court of Appeal (Cozens-Hardy, M.R., and Fletcher Moulton and Farwell, L.J.J.) held that the Divisional Court had rightly reversed the decision of the registrar, and approved the decision of Cave, J., in *Re Parfitt*, holding that "proceedings under the Act" in rule 112 mean proceedings in the Bankruptcy Court only, and do not include proceedings taken by a trustee in other courts.

Appeal from a decision of a Divisional Court (consisting of Bigham and Jelf, JJ., given on the 30th of July) (reported *ante*, p. 728). In this bankruptcy the county court at Stockton-on-Tees, being satisfied that the property of the debtor was not likely to exceed in value three hundred pounds, made an order for the summary administration of the estate under section 121 of the Bankruptcy Act, 1883. The official receiver therefore became *ex officio* trustee, and the Board of Trade took the place of a committee of inspection. During the course of the bankruptcy the bankrupt's wife died intestate, the bankrupt renounced his right to obtain administration of her estate, and the official receiver, with the sanction of the Board of Trade, instructed a firm of solicitors to obtain in the Probate Division a grant of administration to the official receiver. When the solicitors brought in their bill for taxation as against the bankrupt estate before the registrar of the county court, he disallowed two-fifths of their profit costs under the terms of rule 112 of the Bankruptcy Rules, 1886-1890, which is as follows: "(1) The scale of costs set forth in the appendix and the regulations contained in such scale shall, subject to these rules, apply to the taxation and allowance of costs and charges in all proceedings under the Act and these rules; (2) subject to the provisions of No. 1 of the scale of costs, where the estimated assets of the debtor do not exceed the sum of three hundred pounds, a lower scale of solicitor's costs shall be allowed in all proceedings under the Act, in which costs are payable out of the estate, namely, three-fifths of the charges ordinarily allowed, disbursements being added." The solicitors appealed to the Divisional Court, which allowed the appeal with reluctance, the view of the court being that any proceedings taken by a trustee in bankruptcy with reference to the estate were proceedings under the Bankruptcy Act. The court, however, felt bound to follow the decision of Cave, J., in *Re Parfitt* (37 W. R. 751, 23 Q. B. D. 40). The official receiver appealed from this decision and counsel contended on his behalf that the proceedings taken in the Probate Division were proceedings under the Bankruptcy Act, as, apart from his position under the Act, the official receiver would have had no title to take them, and the rule says nothing about proceedings being in the Bankruptcy Court. The practice in London was to interpret the rule as confined to proceedings in the Bankruptcy Court, but in many county courts it was extended to proceedings taken in other courts, as in the present case. The authority to employ the solicitors granted by the Board of Trade, the retainer, and the bill of costs are all headed "In the Bankruptcy." Counsel for the respondent contended that "proceedings under the Act" were limited to proceedings in the Bankruptcy Court, as was shewn by the fact that "the scale of costs set forth in the appendix" referred to in rule 112, only contained items applicable to proceedings in the Bankruptcy Court.

THE COURT reserved judgment.

Nov. 30.—FLETCHER MOULTON, L.J., read the following written judgment, with which Cozens-Hardy, M.R., and Farwell, L.J., concurred:—This case turns entirely on the construction to be put on rule 112 of the General Rules under the Bankruptcy Acts, 1885-1890. This rule regulates the scale of costs and charges. It consists of two sub-sections, the first of which is as follows:—"The scale of costs set forth in the appendix and the regulations contained in such scale shall, subject to these rules, apply to the taxation and allowance of costs and charges in all proceedings under the Act and these rules." When we turn to

part 2 of the appendix we find that it deals with the "scale of solicitor's costs," and it is obviously the portion of the appendix referred to in the above sub-section. This portion of the appendix consists of six elaborate schedules of costs, all of which by their contents shew that they relate to proceedings in the Bankruptcy Court itself. The items set out therein leave no doubt upon this point. There is a seventh division which completes part 2 and which is headed "General Regulations." There can be no doubt, therefore, that these are the "regulations contained in such scale" referred to in the sub-section. These general regulations deal with various matters not to be found in the first six divisions, but, to my mind, they are only to be read as ancillary to those scales providing for sundry matters which may be omitted therefrom, and are in no way intended to extend the operation of those scales. The bulk of them is explanatory or directory, and the only two which, by any stretch of interpretation, could be made to extend the operation of the scale are Nos. 1 and 2, and of these No. 1 is the only one directly affecting the present case. No. 1 runs as follows:

"All costs save as in this scale provided which shall be properly incurred under the provisions of the Act or rules shall be allowed on the 'lower scale' in Appendix N of the Rules of the Supreme Court, 1883." The appellants in this case ask the court to read this as widening the effect of the scale until it makes it a complete code for all costs whatever incurred in connection with the realisation or distribution of the estate of a bankrupt. To my mind, it is impossible to give to it this effect. One consideration alone would, in my opinion, suffice to demonstrate this. Such proceedings are frequently taken in the county court, and, if this were intended to be a complete code for all such costs, it would be a direction that in bankruptcy the costs of county court proceedings should be taxed on the High Court scale, a conclusion which is quite absurd. But apart from this specific argument there is a more general and more fundamental consideration which to my mind demonstrates the illegitimacy of the proposed construction. I cannot believe that in drawing up these rules an extension of a specific scale, relating definitely to proceedings in the Bankruptcy Court only, to all proceedings connected with the realisation of an estate would be effected by words so inadequate to deal with the subject. Take, for example, the case of a bankruptcy of a large estate in which heavy proceedings in the nature of actions have to be taken or defended in the High Court. By the Rules of the Supreme Court the proper costs to be allowed to the parties in such cases are decided in accordance with certain well-known principles. I cannot bring myself to believe that rule 112 was intended to make such proceedings exceptional in this respect. To adopt the suggested interpretation would be to say that where a third party brings or defends proceedings in the High Court he is not to have the same treatment as to costs when he sues, or is sued, by the representative of a bankrupt estate as he would have if he sued, or is sued, by any other third person. I can see no reason or justice in such a provision, and I greatly doubt whether it would be properly within the scope of general rules made under the Bankruptcy Act. But whether this is so or not, I should certainly not accept an interpretation which led to such a result unless I felt driven to do so by clear language, and as, in my opinion, the natural interpretation of the words is that they are intended to be complementary only to the detailed scales that precede them and to fill up any gaps that may have been left therein, and that they are not designed to extend the general application of those scales, I have no hesitation in coming to the conclusion that the costs referred to in rule 112, sub-section 1, refer to costs in and in connection with proceedings in the Bankruptcy Court alone. The regulation of such costs properly falls within the domain of general rules under the Acts, and I can see no intention of going beyond this their proper province. I have dealt with rule 112, sub-section 1, at length because, in my opinion, sub-section 2 necessarily relates to the same domain of costs. It provides that in cases of small bankruptcies—i.e., in cases where the estimated assets of the debtor do not exceed the sum of £300—a lower scale of solicitor's costs shall be allowed in all proceedings under the Act in which costs are payable out of the estate—namely, "three-fifths of the charges ordinarily allowed, disbursements being added." The subject-matter of this rule, "all proceedings under the Act," shews that it does not apply to anything to which sub-section 1 does not also apply, and, therefore, the reasoning and the conclusion which I have already given in the case of sub-section 1 apply with equal force to sub-section 2. But if there had been room for doubt with regard to sub-section 1, a consideration of sub-section 2 would have strengthened the arguments in support of the same conclusion, for it is well known that in some cases costs of non-contentious and even of contentious matters are reduced by the Rules of the Supreme Court or under special statutes where the subject-matter is small. Seeing, then, that in these cases the smallness of the subject-matter has already been taken into consideration in determining the proper costs to be allowed, it would, indeed, be improbable that the Legislature should have permitted a still further reduction because the transactions were connected with a bankrupt's estate. It was a case of this kind falling under the provisions of paragraph 2 of the general regulations affixed to the scale which came before Mr. Justice Cave in *Re Parfitt*, and led him to adopt the interpretation which I hold to be the right one. This decision is now twenty years old, and has been acted on ever since without question until the present case, and the learned judges in the court below have here decided a decision of such long standing given by so eminent a judge in a matter in which he had special knowledge and great experience, though I should feel bound to do so if in my opinion it proceeded on a wrong construction of the rules which have now the authority of a statute. As, however, I consider that the

decision was perfectly correct, I hold that the judges in the court below were right both in principle and on authority in deciding as they did, and that this appeal should be dismissed with costs.—COUNSEL, Sir S. T. Evans, S.G., and S. G. Lushington; Atkin, K.C., and Hansell. SOLICITORS, *The Solicitor to the Board of Trade; Tatham & Lousada.*

[Reported by P. M. FRANCES, Barrister-at-Law.]

## Probate, Divorce, and Admiralty Division.

**ROHMANN v. ROHMANN.** Gorell Barnes, P. 14th Nov.

**MARRIAGE—PROOF OF MARRIAGE IN THE ISLE OF MAN—PRACTICE.**

Where a marriage had taken place by an English Bishop's special licence in the Isle of Man, the court, without requiring expert evidence, expressed itself satisfied as to the validity of the marriage on production of the licence and the evidence of the petitioner.

Petition for judicial separation on the ground of a husband's cruelty. It appeared that Eliza Victoria Rohmann was married to the respondent, Julius Rohmann, on the 12th of February, 1891, at St. George's Church, Douglas, Isle of Man, there being four children of the union. Counsel informed the court that the usual evidence as to the marriage was not at that time forthcoming. A summons had been taken out for leave to prove the validity of the marriage on affidavit, but the same had not yet been heard. The marriage in question had been celebrated by special licence granted by the Bishop of Sodor and Man, and this licence was produced in court. Having heard the petitioner give evidence as to the marriage,

GORELL BARNES, P., said that he did not require any further evidence in proof of the validity of the marriage.

Evidence in support of the petition having been given, GORELL BARNES, P., granted a decree of judicial separation, with costs, and gave the petitioner the custody of the children.—COUNSEL, V. Russell. SOLICITORS, McKenna & Co.

[Reported by DIGBY COTES-FREEDY, Barrister-at-Law.]

## Court of Criminal Appeal.

**THE KING v. NUTTALL.** Channell, Phillimore, and Walton, JJ. 16th Nov.

**CRIMINAL LAW—APPEAL AGAINST SENTENCE—PRINCIPLES THAT GUIDE THE COURT IN REDUCING SENTENCE—CRIMINAL APPEAL ACT, 1907 (7 ED. 7, c. 23), s. 3 (c) and 4 (3).**

Where a prisoner has been tried, and the judge at the court of trial has heard all the evidence and seen the witnesses, the Court of Criminal Appeal will not interfere with the sentence imposed unless the judge has gone wrong in principle, although members of the court may be of opinion that they would not have inflicted so severe a sentence. But where the prisoner has pleaded guilty, the Court of Criminal Appeal are in as good, or in nearly as good, a position to consider what is the proper sentence on reviewing the sentence as the court of trial is on its imposition, and therefore, in such cases, the Court of Criminal Appeal will reduce a sentence which is in their opinion too severe.

This was an appeal against sentence. The appellant, who was not present and was not represented, had pleaded guilty at the West Riding Quarter Sessions, held at Wakefield, to stealing a shirt. It appeared that he was drunk at the time he took the shirt, which was openly exposed in a market-place. The appellant's record, which was proved, was a recent conviction for stealing a horse, on which he was sentenced to twelve months' imprisonment. Some time previous to this conviction he had been convicted of several minor offences. He was now sentenced to eighteen months' imprisonment with hard labour for stealing the shirt; from this sentence he appealed.

CHANNELL, J., in delivering the judgment of the court, said that cases where the appeal was against sentence had given the courts some little trouble. Where there had been a trial, the judge who had tried the case had a far better opportunity of justly and adequately determining the proper sentence than the Court of Criminal Appeal reviewing the matter after sentence. He (the learned judge) was sure that in such a case where there had been a trial that court would be slow to interfere with a sentence which did not appear to be wrong in principle, although members of that court might feel that they themselves would have imposed a different sentence. That had already been stated by the Lord Chief Justice in cases where there had been an appeal against sentence. But they thought that the same reasons did not extend to cases where the appellant had pleaded guilty, where the circumstances which were before the court of trial were also before the Court of Criminal Appeal to very much the same extent, although even where the prisoner had pleaded guilty there might be local circumstances known to the judge who sentenced the prisoner, such as the prevalence of that particular form of crime for which the prisoner was sentenced in the district of the court of trial. They thought the Legislature must have intended by this Act, where the prisoner had pleaded guilty, to do something in the way of standardising sentences, although, of course, cases differed in their circumstances to a very large extent. Yet they thought that where, as here, a prisoner had pleaded guilty and his record had been proved, the Court of Criminal

Appeal had the facts before them of which they could judge as well as the court of trial. In this case the appellant had been convicted of some minor offences, and he had been recently convicted of stealing a horse, for which he was sentenced to twelve months' imprisonment with hard labour, but there was a considerable interval between the date of the minor offences and that of the theft of the horse. Then he had now stolen this shirt, probably when he was drunk—a shirt which was openly exposed in a market. Of course, drunkenness was no excuse for crime, but it was a matter that had to be considered. The court were of opinion that this sentence of eighteen months' imprisonment with hard labour was too severe, and they reduced it to that which they were all of opinion they would have given—namely, that of six months' imprisonment with hard labour, to run from the date of the conviction.—COUNSEL, L. R. Prince and Christie. SOLICITOR, *The Director of Public Prosecutions.*

[Reported by C. G. MORAN, Barrister-at-Law.]

## Societies.

### Incorporated Leeds Law Society.

The following are extracts from the report of this society:—

**Members.**—Eight new members have been elected during the year. The present number of members of the society is 165, and of library subscribers under rules 3 and 4 eight. The committee regret to have to record the losses the society has sustained during the past year through the deaths of two of its members, viz.: Mr. B. C. Pulleyne and Mr. J. Midgley.

**Land Transfer.**—This subject has again come prominently before the public and the profession. The Law Society has long been pressing for an inquiry into the working of the system. A Royal Commission has now been appointed; upon that Commission only one solicitor has been included, whilst the bar have five K.C.'s and one conveyancer. This your committee think a most inadequate and unfair representation. The terms of the inquiry are also not as full as it was believed it would be, and is another fair matter of comment. The Law Society, the Associated Provincial Law Societies, and the Yorkshire Union of Law Societies are doing their best to get such evidence as is available to meet the case, which will be placed before the Commission by the Land Registry Authorities. Contemporaneously with the announcement of the Commission, proposed new rules were published by the Rule Committee. The new rules amount practically to a new Act of Parliament with respect to compulsory registration on a system differing very materially from the Act of 1897. Under these new rules, when approved by the Lord Chancellor, the registrar will practically become the paramount conveyancing authority within the County of London. In these new rules reference is made to Yorkshire, and it is believed that unless the Commission reports against the present compulsory system the early application to our county may be fairly anticipated. This being so, it behoves the members of the profession in Yorkshire to at once place their views fairly before the members of the West Riding County Council. Under this present Act the consent of the West Riding County Council will have to be obtained, and if it is placed before the members of the council that the present system in London so far is being worked at a serious deficit each year, they will surely fully consider whether the present profit on the West Riding Registry should be turned into a deficit, apart from other drawbacks of the system, particularly the enormous increase of officialism, publicity, and delay.

**The Public Trustee Act.**—This Act came into force on the 1st of January last, and has been puffed and advertised in print, and the references therein made to trustees (who, taken as a class, are competent, scrupulous, and honest) your committee strongly deprecate. No reliable information as to the working of this Act is yet forthcoming.

**The Law Society.**—Mr. A. C. Peake, representing the grouped Yorkshire Law Societies upon the Council, has attended twenty meetings of the Council, besides committee meetings.

## Law Students' Journal.

### The Law Society.

#### PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 14th and 15th of October, 1908:—

Ata-Amonu, Kwamin	Eyre, Vesey Henry Byron
Baddeley, Cyril Laud	Forshaw, John
Barber, Geoffrey Carew	Fraser, Lovat Claud
Bentham, Thomas Henry	Gay, Alfred William
Burton, John Ashton	Gladstone, Howard
Burton, Maurice Edward	Goodman, Emanuel
Cary, Launcelot Sulyarde Robert	Graham, Leslie Thomas
Cass, William Taylor	Greenwood, George
Crane, David Robert	Hamlyn, Frank Maurice
Creed, Harold John	Henri, William Ainsworth
Dutton, Wilfrid Thomas	Holt, Oliver William
Eastwood, Ernest	Howell, George Northcott



Ingham, Charles William  
James, David Eynon  
James, Harold Gwynne  
Johnson, Douglas  
Jones, David Howell  
Kendrick, Robert Arthur  
Lee, William Robert Charles Paul  
Freeman  
Lord, Albert Reginald  
Maingot, Elliot Francis  
Matthews, Stanley Owen  
Mecey, Edward John  
Newell, Matthew Banks  
Peters, Gerard  
Price, Charles Frederick Tempest

Procter, Robert Lionel  
Proctor, Frederick  
Pulman, Thomas Melhuish  
Rendall, Alexander Burnell  
Roberts, John Wythen  
Robinson, Joseph William  
Russel, John Woof  
Stanton, Claude Wilfrid  
Swire, Herbert Livingston  
Taylor, Harold Duncan  
Urban, Paul  
Williams, Alan  
Woodhead, Samuel  
Wright, Ralph Fletcher

Number of candidates ... 85 Passed ... 52

By order of the Council,  
E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, 30th October, 1908.

### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination, held on 28th and 29th October, 1908:—

#### FIRST CLASS.

Barlow, Ernest  
Benjamin, Thomas Joseph  
Bingley, Henry Frederick Dudley  
Booth, John William  
Burbridge, Edwin Albert  
Butler-Fleming, Frederick John  
Clapperton, James Henry  
Gandy, Henry, B.A. (Camb.)  
Harrowell, Harvey  
Hill, William Gordon  
Hirst, Frank Wyndham  
Lidgett, John Cuthbert, B.A.  
(Camb.)  
Rosenthal, John  
Rowlands, Charles Franklyn  
Spencer, John Teasdale  
Stone, William Henry  
Tuck, Edgar Lawrence Newall  
Urban, Arthur

Earnshaw, Neville  
Espley, Harry  
\*Etherington, Herbert Field  
Evans, Corris William  
\*Evans, Lionel Thorngate  
\*Fenton-Jones, Douglas William  
Fenton  
Fielding, Herbert Hilton  
Fisher, Oakden, B.A. (Camb.)  
Foote, John Stewart Keppel  
\*Garrett, Philip Leslie  
Gloster, Oscar Frederick  
Graham, Adam  
Ground, Edward George, B.A.  
(Camb.)  
Halsted, Leslie Cecil  
\*Harrison, Clifford  
Harrop, Frederick Hardy  
Hartcup, Geoffrey Hamilton Wil-  
liam, B.A. (Camb.)  
Harvey, Frederick William  
Heys, Frederick Arnold, B.A.  
(Manchester)

#### PASSED.

Adam, Alan Gordon Acheson, B.A.  
(Camb.)  
Alexander, Robert Middleton, B.A.  
(Camb.)  
Ashton, John  
Ballantyne, James Allan  
Barnes, George Herbert Leonard  
Beldon, Howard  
\*Bliss, Arthur Joseph  
Boyes, Leonard  
\*Braune, Frederick Wilhelm  
Briggs, Cecil Graham  
Brotherton, Frank  
Brown, John Topham, B.A. (Camb.)  
Buckley, Edmund Cecil Gladstone  
Butter, Francis Sam  
Calvert, George Blaylock  
Carrington, Harold  
Cartwright, James Lawrence  
Chamberlain, Oswald Leo  
Clark, William Arthur  
\*Clarke, John  
Clements, Thomas George  
Clutterbuck, Maurice Isacke  
\*Colbourne, Geoffrey  
\*Coleman, Clarence Watkins  
Collet, Arthur Lowe  
Collett, Henry William Howell  
\*Collings, Harry  
\*Copp, Sidney Alfred  
Corby, Matthew Sydney, B.A.  
(Durham)  
Covlishaw, Ronald Foster  
Cox, Bernard Kilmister  
\*Coxon, Thomas Roger  
Crompton, Alfred  
Cursbam, Ourzon  
\*Dale, Donald Hale  
Davies, Evan Walter  
\*Davies, Reginald Thomas  
Dodd, Arthur William  
Dust, Frank William  
\*Eames, John Wallace, B.A.  
(Camb.)

\*Hodkin, Charles Stirling  
Hollick, Percy Hood  
\*Jamieson, John Melvill  
Jennings, Sidnev Augustus  
Jevons, Frank Byron  
\*John, Hubert Edward  
Johnson, Arthur Ainsley  
Jones, Gwynne Mervyn  
Jones, Leonard Howson  
\*King, Harry Trevor  
\*Knowles, Geoffrey  
Lawson, Henry  
Latham, Claude Guy  
Lee, Arthur Stanley  
Lewis, John  
Macdonald, Thomas Edwin  
\*McGinity, Conal Ross  
MacTurk, William Kenneth  
Marks, Henry Neville  
Marriott, John Leslie  
Marsh, Arthur Percival  
\*Mathews, Norman Hugh  
Metley, William James  
Mellor, Ernest  
\*Mercer, Philip William  
Middlebrook, Harold  
Milner, James  
\*Monks, Charles Phethean  
Moon, Alfred Percy Vokes  
Moore, Richard  
Morton, Charles Cecil Amphlett,  
B.A. (Oxon.)  
Moss, Maurice Reginald  
Neobard, Harold John Cooke  
\*Newland, Norman Chester  
Newman, Kenneth Edward  
\*Owen, William Churchill  
Pannell, George  
Parkinson, Thomas Clifton  
Perry, Arthur Vivian  
Peycke, John Henry  
Phillips, Frank Justice  
\*Plant, William James

Plowman, Leonard  
Porter, Royden Spencer Boyspool  
\*Preston, Douglas James, B.A.  
(Camb.)  
Pruddah, Horatio Randolph  
Rayner, Leslie King  
Renney, Clarence Henry  
Richardson, Oscar Lionel  
\*Richardson, Sydney Owen Bellerby  
Robson, Edward Moore  
Routes, Charles  
\*Ross, Arthur William  
Satchell, William James  
\*Scaie, George Devereux Bassett  
Smith, Herbert  
\*Solomon, Herbert  
\*Stafford, Hubert Langley  
Stocker, Gordon List Trelawney  
Stocks, Andrew Denys  
Strother, Thomas Lancelot William  
Wylde, Arthur

Taberner, Charles Maurice  
Tee, Herbert Stanley  
Terrell, Claude aBeckett Romako,  
B.A. (Oxon.)  
Thomas, Stanley Hubert  
\*Tickle, Alfred James  
\*Tunarsley-Tunbridge, Alexander  
Richard  
\*Tulk, John Augustus, B.A. (Oxon.)  
Walker, John  
Ware, John Reginald  
Watson, William Henry  
Westbrook, John  
\*Wilkinson, William Elmslie  
\*Williams, Thomas Morris  
Williamson, George Harold  
Wiseman, Douglas Herbert  
Wood, Douglas Myers  
Wright, Reginald Thomas George

Number of candidates ... 225 Passed ... 156

\*These candidates have to satisfy the Examiners in Accounts and Book-keeping before receiving a certificate.

### CANDIDATES FOR EXAMINATION IN ACCOUNTS AND BOOK-KEEPING ONLY.

Astbury, Thomas Leslie  
Baker, Dudley Molyneux  
Barlow, Arthur Ernest Leslie  
Bateman, James Dudley Percy Gray  
Beaumont, Kenneth Macdonald, Heberden, Henry William, B.A.  
(Oxon.)  
Bischoff, Thomas Hume, B.A. Johnson, Harold Cecil John, B.A.  
(Oxon.)  
Bonney, James Patterson, M.A., Johnson, Paul Manuel  
LL.D. (Durham) Lillington, William Harold  
Bowman, Thomas Savell, B.A., Lonsmore, Philip Elton, B.A.  
LL.D. (Camb.) (Oxon.)  
Boxall, Frank Stuart  
Burrell, John Stamp Garthorne, Lynkey, George Justin, LL.B.  
B.A. (Oxon.) (Liverpool)  
Charnley, George Henry Mackie, Edward  
Clarke, Lawrence Joyce, B.A. Milne, Alexander Nicol, B.A.  
(Oxon.) (Oxon.)  
Collyer, Norman Nichols, Sidney Kenneth  
Crauford, Leonard George, B.A., Ogden, John Basil, B.A., LL.B.  
LL.B. (Camb.) (Camb.)  
Darlow, Henry, B.A., LL.B. Paice, Edward, B.A., B.C.L.  
(Camb.) (Oxon.)  
Davies, Edward Thomas Roderick, Hume Buckley  
Davies, Reginald Chamberlain Smith, Thomas Oswald  
Drabble, Herbert Hardy Templeman, William Henry, B.A.,  
\*de, Edward Murray Charles LL.B. (Camb.)  
Entwistle, Cyril Fullard, LL.B. Thompson, Percy Langhorn  
(Victoria)

Number of candidates ... 44 Passed ... 37

By order of the Council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, 15th November, 1908.

### FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination, held on 26th and 27th October, 1908:—

Ackland, William Fitz Roy  
Aldridge, Erkinwald Braxton  
Mooring  
Allibone, Abram Corv  
Ashton, James Harold  
Attwood, Major Louis  
Bailey, Harry  
Bantoft, Edward Spencer  
Barrans, Benjamin Thomlinson  
Battock, Grenville Arthur, B.A.  
(Oxon.)  
Beaumont, Horace Frederick,  
B.A. (Camb.)  
Beecroft, Philip Beilby, LL.B.  
(Leeds)  
Bell, Edgar McKenzie  
Bennett, Leonard Herbert, B.A.  
(Oxon.)  
Blackmore, Alphonsus  
Blackmore, Claude Savell, B.A.  
(Oxon.)  
Boddington, Ralph Thomas, B.A.  
(Oxon.)  
Bolton, Edward Trevor, B.A.  
(Oxon.)  
Boroughs, Ernest Harvey Clifford  
Brown, Edward Frederick Mon-  
tagu, B.A. (Oxon.)

Brown, William Cuthbert  
Brown-Humes, John Edward  
Burn, Roland Clive Wallace, B.A.  
(Oxon.)  
Carr, Henry Johnson  
Carter, Harry Osborne  
Carter, Hubert  
Cattarns, Glanville Richard  
Cooney, John Fancourt  
Cox, Tarrant Doran  
Crawford, William Lindsay  
Crook, William Edward  
Croom-Johnson, Norman  
Cross, George Henry  
Daphne, Maurice  
Denman, George William  
Dickinson, Joseph Moon  
Dunphy, Charles Stephen  
Edmond, Robert  
Ellis, Henry Ratcliffe  
Evans, Arthur Edward  
Field, Sidney Riach, B.A. (Oxon.)  
Firth, Ralph Woodley, B.A.  
(Oxon.)  
Foulstone, Charles Stuart  
Garrett, Douglas Thornbury, B.A.  
(Camb.)

Giles, James Reginald Herbert, LL.B. (Liverpool)  
 Glasson, William Bruce  
 Graham, Cecil Newton  
 Gresham, Herbert Ingleby  
 Gribble, Henry John Carew  
 Griffiths, David Williams  
 Gunner, John Hugh  
 Guy, Richard Bertram  
 Hamer, John Lawton Parry, M.A. (Oxon.)  
 Hatfield, Lawrence Victor  
 Hazel, Roland Henry  
 Henderson, Henry Wallace  
 Hicks, Gilbert  
 Hield, Herbert Adamson, M.A. (Oxon.)  
 Hill, Robert Ernest  
 Hills, Frederick George  
 Hodges, Reginald Arthur  
 Jacob, John Hier, B.A. (Oxon.)  
 Jagger, Harry Wilfrid, B.C.L., M.A. (Oxon.)  
 James, Gwilym Christopher Bowring, B.A. (Oxon.)  
 Johnson, George Martin  
 Jones, John Benjamin  
 Jones, William Alfred  
 Jubb, James Critchley  
 Kenyon, Geoffrey  
 Kersteman, Wentworth Bingham  
 Kite, Herbert Trenchard  
 Knight, John Henry  
 Lake, Harold Walter, B.A. (Oxon.)  
 Lambert, Francis John  
 Lamport, Arthur James, B.A. (Oxon.)  
 Lamport, Harry Charles, B.A. (Oxon.)  
 Levy, Hyam Moses  
 Lewis, William Herbert  
 Lilley, Bertram Edward  
 Lloyd, Richard Page  
 Long, Lawsell Warner Seaber, B.A. (Camb.)  
 Lowndes, William Henry  
 MacDonald, Hugh  
 McDonald, Ronald Bruce  
 Mackrill, Oscar Whittick, B.A. (Camb.)  
 Matcham, Alfred Warton  
 Morris, Tudor Arthro  
 Munby, Joe Douglas  
 Munday, Ralph  
 Nockolds, Bryan Douglas  
 Norrington, George  
 Norris, Reginald Yearsley  
 Parker, Victor Barnett  
 Pashley, Ross Pilcher  
 Perkins, Walter James  
 Peter, Apsley Kenelm  
 Peters, Aloysius Horace Gordon  
 Phillips, David Moses  
 Pinfold, Charles Edward  
 Pinsent, Roy, B.A. (Oxon.)  
 Polyglase, Frank Coleman  
 Pomeroy, Sidney Howard  
 Ponsford, Arthur Onthbertson  
 Pope, Godfrey  
 Porter, Robert Hornby  
 Povey-Harper, Kenneth  
 Priestley, John Temple  
 Pyke, Harold Reason  
 Read, John Wilson  
 Reid, Robert James  
 Rhodes, William Atkinson, B.A. (Camb.)  
 Richards, William Stanley  
 Roberts, Walter  
 Rogers, Alfred Denys Strickland, LL.B. (Camb.)  
 Russ, Charles Andrew Sutherland  
 Ruston, Cecil Harold Sowerby  
 Rutherford, John Hughes  
 Schooling, Bernard Albert  
 Seager, John Edward  
 Singleton, John  
 Smith, Frederick Gordon  
 Spencer, Gerald Theodosius Leigh, B.A., LL.B. (Camb.)  
 Stevenson, George Charles Burton  
 Sweet-Escott, Horace Hay  
 Swinscoe, John Reginald  
 Taylor, Lyon Watson  
 Taylor, William Kingsley  
 Thompson, Richard Henry  
 Vaughan, B.A. (Oxon.)  
 Thomson, William Robinson  
 Ketchen  
 Tippetts, Thomas Charles Durand  
 Todd, Stanley Mitcalfe  
 Toller, Edward Northcote  
 Tomlinson, Clarence Samuel  
 Turner, Henry Rede  
 Vaisey, Roland Maddison  
 Venables, Harry Goward Philip  
 Wadsworth, Robert Edgar  
 Walker, Rainforth Armitage  
 Walster, Samuel Percy  
 Warner, Arthur Hemmings  
 Westbrook, Arthur Dudley  
 Wheeler, Leonard, B.A. (Camb.)  
 White, James Dennett  
 Whiteway, Alban Robert  
 Whitley, Norman Augustus  
 Whittom, Walter James  
 Wilkins, Robert Bird Manning  
 Williams, Arthur Jones  
 Williams, Herbert Edward Jarvis, B.A. (Oxon.)  
 Williams, Leonard Frank  
 Wilson, John  
 Wix, Guy Farquhar  
 Wray, Thomas Percy

Number of candidates ... 200 Passed ... 152

By order of the Council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, 13th November, 1908.

### Calls to the Bar.

The following gentlemen were called to the Bar on Wednesday:—  
 LINCOLN'S INN.—E. M. Winterbotham (Certificate of Honour, C.L.E., Hilary, 1906), Trin. Coll., Camb., B.A.; D. H. Cohen (Certificate of Honour, C.L.E., Michaelmas, 1908), C.C.C., Oxford, B.A.; W. U. Timmis, Balliol Coll., Oxford, B.A.; W. Robinow, Ch. Ch., Oxford, B.A.; R. C. P. G. Harvey, Emmanuel Coll., Camb., B.A.; R. C. F. Cotton, New Coll. Oxford B.A.; A. D. A. MacGregor, M.A., Edin., and Lincoln Coll., Oxford, B.A.; P. B. Moxon, Manchester Univ.; John Isaacs; Dhirajlal Dayabhai Nanavati, St. John's Coll., Camb.; R. H. Nicholson, Wadham Coll., Oxford, B.A.; E. J. Maude, Exeter Coll., Oxford; A. J. Basto, junior; Mahomed Shakir Ali.  
 INNER TEMPLE.—B. F. Fletcher, London; L. G. P. Eiffe, B.A., Oxford; R. H. R. Stewart, B.A., Oxford; the Hon. Reginald Coke, B.A., Oxford; G. E. Godson, B.A., Oxford; K. McI. Kemp, B.A., Camb.; P. T. Carden, B.A., Oxford; C. G. R. Solomon, B.A., LL.B., Camb.; A. H. P. Pretty, B.A., Oxford; T. H. C. Blaikie, B.A., Oxford; R. de C. Oldfield, B.A., Oxford; G. G. Koop, B.A., Camb.; Alexander Shaw, B.A., Oxford; Montague Shearman, jun., B.A., Oxford; A. G. Mossop, B.A., LL.B., Camb.; R. G. Cruickshank, B.A., Oxford; R. B. de Gersigny, Oxford; R. E. Hall, B.A., Oxford; T. G. F. Cochrane, B.A., Oxford; F. H. J. Baber; W. G. Litt; and R. S. Thorne, B.A., Camb.

MIDDLE TEMPLE.—C. H. Sleigh, B.A., Oxford; J. M. Pollen, B.A., late Scholar of Lincoln Coll., Oxford; H. D. Cooper; N. de L. Davis, B.A., Oxon.; L. P. Walker, B.A., Camb.; H. M. Wise, M.B., London; Chamanlal Bhudar Bhojuck; E. P. Everest; William Stewart; F. Beverley, LL.B., London; George Joseph, M.A., Edin.; H. E. Measor; E. A. Whitehouse.

GRAY'S INN.—Bal Kishun Dass; C. L. Harte-Lovelace, B.A., Durham; H. B. D. Grazebrook, B.A., St. John's Coll., Oxford; Walter Saise, D.Sc., London; Mansumrat Das Jaini, B.A., Downing Coll., Camb.; Gur Prasad Sinha; Brahma Nand; E. A. Faunch, Second Division Clerk, Local Government Board; Mahabir Prasad; Maurice Barnett; and Gaur Mohan Dé, B.A., Allahabad Univ.

### Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 10.—Chairman, Mr. C. P. Blackwell.—The subject for debate was: "That in the opinion of this house the law requires amending in the interests of men." Mr. G. R. Willis opened in the affirmative; Mr. F. Birch opened in the negative. The following members continued the debate: Messrs. Harry Myers, Meeke, H. F. Rubinstein, Kennedy, Davies, Henderson, Gottlieb, Guest, and Pleadwell. The motion was lost by one vote.

Nov. 17.—Chairman, Mr. G. B. Willis.—The subject for debate was: "That the case of *Biggood v. Henderson's Transvaal Estates (Limited)* (1908, 1 Ch. 743) was wrongly decided." Mr. R. W. Handley opened in the affirmative, Mr. Muke seconded in the affirmative; Mr. P. B. Henderson opened in the negative, Mr. Scott seconded in the negative. The following members continued the debate: Messrs. Harnett, Dollman, Granville Tyser, and Watts. [The fate of the motion is not stated.]

BIRMINGHAM LAW STUDENTS' SOCIETY.—Nov. 17.—Chairman, Mr. R. A. Willes, barrister-at-law.—The following moot point was debated: "In 1905 Messrs. Gullhunters (Limited) (manufacturers of 'faked' curios, with an extensive business carried on through agencies at the principal places on the tourist routes in Europe, Asia, and Africa) by contract in writing made and signed in London, appointed Ah Sin to be their agent in Hong Kong. The agreement contained (*inter alia*) the following clauses:—(10) The agent will at all times faithfully keep and maintain the trade secrets of 'the employers,' and will refrain from disclosing the names and/or address of customers, and/or any particulars as to the trade or methods of business of 'the employers.' (11) The agent will not during the continuation of his agency, and for the period of five years next after its determination, in accordance with the provisions of this agreement, carry on himself or become interested in or act as agent or traveller for any person, firm or company, carrying on any business of a same or similar nature to that carried on by Messrs. Gullhunters (Limited), his 'employers,' under this agreement. Ah Sin received five dollars a week and a small commission. In 1907 the agency was determined by the employers, and in 1908 Ah Sin started to sell genuine curios on his own account both in Hong Kong and in London, and he published advertisements disclosing the fact that the curios sold by Messrs. Gullhunters (Limited) (who never guaranteed their goods) were 'faked.' Messrs. Gullhunters issued a writ claiming damages and an injunction, will they succeed?" The moot point was opened on the affirmative by Mr. R. F. Blakiston, who was supported by Messrs. E. H. Clutterbuck, C. H. Morgan, and T. R. Owens, and on the negative by Mr. H. E. Swallow, supported by Messrs. H. F. Bensly, E. C. G. Clarke, R. R. C. Yates, R. W. Frazier, and H. V. Argyle. After the openers had replied, the chairman summed up in an exceedingly interesting and instructive manner, and on putting the question to the meeting the voting resulted for the negative by a majority of four.

### Obituary.

#### Mr. J. D. Peard.

Mr. John Davis Peard, solicitor, of 23, Budge-row, Cannon-street, E.C., died at West Worthing on the 5th inst., at the age of eighty-seven years. He passed in Easter Term of 1862, being placed in the first class honours list, and being awarded the Law Society's prize. He was the senior partner in the firm of Messrs. Peard, Son, & Galer.

### Legal News.

#### Appointments.

Mr. SIMON JOHN FRASER MACLEOD, K.C., has been appointed a Commissioner in Lunacy in the room of Mr. Hardings Frank Giffard, barrister-at-law, deceased.

Mr. HENRY DAVID GREENE, K.C., and Sir EDWARD STANLEY HOPE, K.C.B., have been appointed Commissioners in Lunacy without salary.

Mr. W. J. PITMAN, solicitor, of 11 and 12, Finsbury-square, London, has been appointed a Commissioner of the Supreme Court of Western Australia for Affidavits and Acknowledgments of Deeds by Married Women.



## Changes in Partnerships. Dissolutions.

EDMUND HALL CHEESE and RHYS COUNSELL ROBERTS, solicitors (Edmund Cheese & Roberts), Kingston and Presteigne. Oct. 1.

[Gazette, Nov. 13.]

SIR HENRY HARTLEY FOWLER (now Viscount Wolverhampton), FREDERICK THEOBALD LANGLEY, CHARLES NORTH WRIGHT, and CYRIL OWEN LANGLEY, solicitors (Fowler, Langley, & Wright), Wolverhampton. Nov. 2. So far as regards the said Henry Hartley Fowler; the business of the firm will continue to be carried on by the other partners under the present name of Fowler, Langley, & Wright.

[Gazette, Nov. 17.]

## Information Required.

Colonel GEORGE GAYNOR, deceased.—Information is requested respecting the Missing Will of this officer. Please communicate with W. A. Rodgers, solicitor, 17, King-street, Cheapside, E.C.

## General.

Mr. E. S. Fordham, the magistrate at North London police-court, is suffering from enteric fever, and probably will not be able to resume his duties during the next three months.

At the Tower Bridge Police Court, on Saturday afternoon, Mr. Rose, on behalf of the magistrates, solicitors, officials, etc., presented a gold watch and chain and a pair of field-glasses to Mr. Henry Nairn, the recently retired chief clerk, who has spent over forty-two years as magistrate's clerk.

Contrary to the usual practice, says the *Evening Standard*, on the 12th inst. all the female prisoners arraigned at the North London Sessions wore their hats when in the dock. This is understood to be due to an order of the Home Secretary. Hitherto female prisoners have been forbidden to wear hat or veil in the dock, and hatpins have been taken away from those surrendering to their bail.

In the course of the hearing of the Fairfax Peerage case, before the House of Lords, Mr. John Barrett, a barrister, of New York, is reported to have made the astounding statement that no systematic records of births, marriages, and deaths were kept in the United States before 1880. In the Southern States particularly there was great carelessness on the part of officials and clergy. There was no legal requirement before 1851. In the United States parish registers were receivable as evidence, and marriage could be established, as in Scotland, by repute.

A requiem mass for the late Sir James Mathew was celebrated on the 11th inst. at the Brompton Oratory. The congregation included the Master of the Rolls, Lord and Lady Collins, Sir Gorell Barnes, Lord Justice Buckley and Lady and Miss Buckley, Lord Justice Farwell, Lord Justice Kennedy, Lord Justice Fletcher Moulton, Lord Justice and Lady Vaughan Williams, Lord and Lady MacDonnell, Lady Russell of Killowen, Mr. Justice Swinfen Eady, Mr. Justice Channell, Mr. Justice Warrington, Mr. Justice Parker, Mr. Justice Bagnall Deane, Mr. Justice and Lady Walton, Mr. Justice Bigham, Mr. Justice Joyce, Mr. Justice Phillimore, and a large number of King's Counsel and other members of the Bar.

At the Lewes Assizes, on Monday, before Mr. Justice Grantham, says the *Times*, an application was made by counsel for a certificate under section 3 of the Criminal Appeal Act, 1908, in the case of Edwin Hampshire, who was convicted of arson on Monday last and sentenced to six months' hard labour. The prisoner was seen by a witness named Chatfield, a farmer in the district, near some stacks, which were subsequently found to be alight. Chatfield gave the prisoner in charge. During the trial counsel complained that owing to the absence of the necessary witnesses he was unable to call the evidence which he had intended to call as to the prisoner's good character. His Lordship subsequently told the jury that they might take it for granted that the prisoner bore a good character. Counsel now stated that the solicitors instructing him had been informed by the Clerk of Assize that the case would not come on for hearing before the Tuesday morning, and witnesses as to character were not present to speak on the prisoner's behalf; and, further, that the solicitors had intended on Tuesday to bring for his (counsel's) use in cross-examination of the witness Chatfield some information as to the latter's character which had only recently come to hand. Counsel now handed up to his Lordship a copy of the information which had been given to him, and submitted that, assuming such information to have been true, cross-examination by him of Chatfield would have put a different complexion upon Chatfield's character in presence of the jury, which might have been of vital importance in a case where a prisoner was convicted on the evidence of a single witness. Counsel for the prosecution agreed that if the material now produced by the defence were true, the prisoner might have some ground for complaint. Mr. Justice Grantham said that both the prisoner and Chatfield had stood before the jury as men of good character. If some of the information which had been shown to him were true, he could not have allowed many of the suggested questions to be put. He thought that, even supposing that Chatfield's character was in fact a bad one, the jury had every reason for finding the verdict which they had found. The application was refused.

In the House of Commons on Wednesday Mr. Pike Pease asked the Chancellor of the Exchequer under what authority the Treasury had called upon the clerk to the appointing council to perform duties and to correspond with the Treasury under the Old-Age Pensions Act; whether any provision existed for remunerating such clerk; and, if not, how it was proposed to remunerate him; and whether instructions of the Treasury, as distinguished from regulations under the Act, had any validity or binding force. Mr. Hobhouse said:—The duty of accounting for the expenses of pension committees falls upon the appointing councils under Regulation 25, and the instructions were addressed to the clerk to the appointing council as the responsible officer of the council. No provision is made in the Old-Age Pensions Act for any expenses incurred by the appointing councils, and if the council should think it necessary to assign to the clerk any special remuneration in respect of this duty, such remuneration would be payable out of the council's funds. The Treasury Financial Instructions have validity only in so far as they determine, under Section 10 (4) of the Act, the amount which may be charged to moneys provided by Parliament on account of the expenses of pension committees and the conditions subject to which amounts advanced to meet such expenses are to be repaid.

In giving judgment in the Admiralty Division in a case of *Walton and Parke v. Gregory*, on the 13th inst., the President, according to the *Times*, said: "This is the first case dealt with under the new Short Cause Rules, which have been drawn up for the purpose of dealing with cases suitable for their application most speedily and most economically. This case is an illustration of how that may be done, and I hope it may be found that the rules are useful and will be frequently applied. They are only an extension of efforts made in this Division in the year 1895, and I may refer to the observations which I made in the case of *The Alps*, reported in P. 1895, p. 109, and set out in full in the *Shipping Gazette* a day or two after the case was tried. I think it would have been advantageous if they had been fully set out in the Law Reports, but I am not sure if it was quite realised at the time that those observations might result in. The consequence was that immediately afterwards a large number of cases of a kind not ordinarily coming within the work allotted to this Division were taken here. Of course since 1895 they have been dealt with in the Commercial Court. I am very glad that this set of rules, which I published a few months back, have been put in process, and I hope they will be extensively used. I am sure they can, if parties will only use them, be the means of disposing of cases much more promptly and more economically."

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.		Mr. Justice SWINFEN EADY.	
		Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice
Monday ...Nov. 23	Mr Church	Mr Goldschmidt	Mr Sygne	Mr Sygne	Mr Sygne
Tuesday ..... 24	Beal	Church	Theed	Beal	Greswell
Wednesday ..... 25	Theed	Sygne	Tindal King	Beal	Greswell
Thursday ..... 26	Greswell	Theed	Bloxam	Goldschmidt	Church
Friday ..... 27	Sygne	Tindal King	Leach	Church	Sygne
Saturday ..... 28	Borror	Bloxam	Farmer	Farmer	Church
Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.		Mr. Justice PARKER.	
		Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice
Monday ...Nov. 23	Mr Beal	Mr Bloxam	Mr Tindal King	Mr Farmer	Mr Farmer
Tuesday ..... 24	Goldschmidt	Leach	Bloxam	Borror	Greswell
Wednesday ..... 25	Church	Farmer	Leach	Greswell	Greswell
Thursday ..... 26	Sygne	Borror	Farmer	Farmer	Greswell
Friday ..... 27	Theed	Greswell	Borror	Greswell	Goldschmidt
Saturday ..... 28	Tindal King	Beal	Greswell	Church	Church

## The Property Mart.

Nov. 23.—Messrs. DAVID BURNETT, SON & RADDALEY, at the Mart: Houses, Business Premises and Properties (see advertisement, page xvi, Oct. 31).

Nov. 25.—Messrs. EDWIN FOX & BOWFIELD, at the Mart, at 2: Freehold and Leasehold Properties (see advertisement, back page, Nov. 14).

Nov. 26.—Messrs. WALTER HALL & SONS, at the Mart, at 1: Freehold Residence (see advertisement, page xvi, Oct. 31).

Nov. 26.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold Ground-rents (see advertisement, back page, this week).

Nov. 30.—Messrs. ELLIOT, SON & BOTTON, at the Mart, at 2: Freehold Ground-rents (see advertisement, page xv, Oct. 31).

Dec. 2.—Messrs. WALTON & LEE, at the Mart, at 2: Leasehold Investment (see advertisement, back page, this week).

Dec. 2.—Messrs. DAVID J. CHATFIELD & SONS, at the Mart, at 2: Freehold Business Premises (see advertisement, back page, this week).

### Result of Sale.

#### REVERSIONS, LIFE POLICIES AND LIFE INTERESTS.

Messrs. H. E. FOSTER & CRANFIELD held their usual fortnightly Sale (No. 671) of the above-named interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £2,715—

ABSOLUTE REVERSIONS:			
To £1,343	...	Sold	£20
To £1,700	...		375
A Similar Lot	...		375
POLICY OF ASSURANCE for £1,000	...		355
LIFE INTEREST in £500; also REVERSION to £115 5s.	...		150
POLICIES OF ASSURANCE for £1,715	...		850

## Winding-up Notices.

London Gazette.—FRIDAY, NOV. 13.

### JOINT STOCK COMPANIES, LIMITED IN CHANCERY.

- CARMENTUM (PARENT) CO., LIMITED**—Petn for winding up, presented Nov 9, directed to be heard Nov 24. Helder & Co, Clement's inn, Strand, for Simpson & Co, Leeds, solors for the petners. Notice of appearing must reach Helder & Co not later than 6 o'clock in the afternoon of Nov 23.
- CLAN SUPPLY CO., LIMITED**—Creditors are required, on or before Dec 10, to send in their names and addresses, and the particulars of their debts or claims, to H. Wolfenden, jun, 34, Knightbridge, liquidator.
- INTERNATIONAL COAL AND SHIPPING CO (HULL), LIMITED**—Creditors are required, on before Dec 12, to send their names and addresses, and the particulars of their debts or claims, to Walter G. Hall, liquidator.
- KENTISH MAIL PRINTING AND PUBLISHING CO., LIMITED**—Petn for winding up, presented Nov 11, directed to be heard Nov 24. Baker & Nairns, Crosby sq, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 23.
- NORTH KENT GOLF CLUB, LIMITED**—Petn for winding up, presented Sept 23, directed to be heard Nov 24. Launley & Lumley, Conduit st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 23.
- PICARD'S TAXIMETER, LIMITED**—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Cyril Rose, 17, Waterloo pl, liquidator.
- READING LION CO., LIMITED**—Petn for winding up, presented Nov 10, directed to be heard Nov 24. Timbrell & Deighton, King William st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 23.
- SWISS CLOTHES AND RAILWAY SYNDICATE, LIMITED**—Petn for winding up, presented Nov 9, directed to be heard Nov 24. Mackrell & Co, Cannon st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 23.

**SWINNEY R. TURNER & CO., LIMITED**—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Lewis Wilberforce Wilshire, 24, The Strand, Derby, liquidator.

**WELSH MOTORS (1897), LIMITED**—Petn for winding up, presented Nov 6, directed to be heard Nov 24. Busk & Co, Lincoln's inn fields, for Milne & Co, Manchester, solors for the petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 23.

**W. H. PODMORE, LIMITED (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Dec 6, to send in their names and addresses, and the particulars of their debts or claims, to Bertram Slocock, 6, Egypt st, Warrington, liquidator.

### London Gazette.—TUESDAY, NOV. 17. JOINT STOCK COMPANIES, LIMITED IN CHANCERY.

- BORLEY & CO., LIMITED**—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to T. J. B. Daniell, Balfour House, Finsbury square, liquidator.
- GREEN'S DAIRIES, LIMITED**—Creditors are required, on or before Dec 1, to send in their names and addresses, and the particulars of their debts or claims, to Herbert Sayer, 26, London rd, Lowestoft, liquidator.
- H. O. SYZDARZ, LIMITED**—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to A. J. Clarke, 14, Queen Victoria st, liquidator.
- IDEAL PLANTS, LIMITED**—Creditors are required, on or before Dec 18, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Butterfield, 9, Market st, Bradford, Gordon & Co, Bradford, solors for the liquidator.
- JOHN GOODMAN & SONS, LIMITED**—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to Stanley Evans & Co, Theobald's rd, Bedford row, solors for liquidators.
- SOUTHERN BAIK CO., LIMITED**—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to James Oreke, 3, Parliament st, Hull. Sergeant, Southorpe, solor to liquidators.

## Bankruptcy Notices.

London Gazette.—FRIDAY, NOV. 13.

### RECEIVING ORDERS.

- AUSTIN, GEORGE**, Boughton, Kent, Fruiterer Canterbury Pet Nov 9 Ord Nov 9
- BAINBRIDGE, ROBERT**, Morecambe, Butcher Preston Pet Nov 9 Ord Nov 9
- BAXTER, THOMAS**, Woodford rd, Forest Gate, Essex High Court Pet Oct 3 Ord Nov 9
- BICKNELL, HERMAN**, The Reform Club, Pall Mall High Court Pet Sept 19 Ord Nov 10
- BLACKWOOD, THOMAS GEORGE**, 24 James's Palace High Court Pet Sept 15 Ord Oct 27
- BRADLEY, CHARLES EDWIN**, Scarborough, Chartered Accountant Scarborough Pet Oct 23 Ord Nov 9
- BRITAIN, JAMES WINTER**, Stoke by Nayland, Suffolk Ipswich Pet Oct 23 Ord Nov 10
- BROWN, ERNEST BRADLEY**, Westcliff on Sea, Essex, Stockbroker High Court Pet Aug 10 Ord Nov 10

- BULL, FRANK**, Hoe st, Walthamstow, Essex, Boot Dealer High Court Pet Oct 20 Ord Nov 10
- BUTLER & CO**, Colet gdns, West Kensington, Jewellers High Court Pet Sept 19 Ord Nov 9
- CROFT, EVERARD LONEL**, Gibbert, Corsham, Wilts, Licensed Victualler Bath Pet Nov 11 Ord Nov 11
- CHAPMAN, SARVEST DAVID**, Corsham, 25 Fairs, Norfolk, Grocer Norwich Pet Nov 10 Ord Nov 10
- CLARK, HENRY JOHN**, Kingston upon Hull, Baker Kingston upon Hull Pet Nov 11 Ord Nov 11
- COOK, WILLIAM GRIFFIN**, Birmingham, Grocer Birmingham Pet Nov 7 Ord Nov 7
- COOPER, ERNEST HARRY**, Wolverhampton Wolverhampton Pet Nov 9 Ord Nov 9
- DAVIES, JAMES NICHOLAS**, Lancaster, Fruiterer Preston Pet Nov 10 Ord Nov 10
- DIXON, GEORGE ROBERT**, Kettering, Northampton, Engineer's Manager Northampton Pet Nov 11 Ord Nov 11
- EDMONDS, GEORGE**, Williamstown, Penygraig, Glam, Collier Pontypridd Pet Nov 9 Ord Nov 9

- EVANS, EDWARD**, Mumbles, Glam, Builder Swansea Pet Nov 10 Ord Nov 10
- FORD, HENRY**, Brixton, Butcher High Court Pet Nov 11 Ord Nov 11
- HAGGS, JOHANN**, Amphill sq, Hampstead rd, Provision Dealer Scarborough Pet Oct 16 Ord Nov 10
- HAINSWORTH, ARTHUR**, Hunslet, Leeds, Cycle Agent Leeds Pet Nov 7 Ord Nov 7
- HALL, JAMES FREDERICK**, jun, Leeds, Grocer Leeds Pet Nov 9 Ord Nov 9
- HENSHALL, SAMUEL**, Stockport, Postman Stockport Pet Oct 13 Ord Nov 11
- HOOPER, BENTHAM THOMAS**, Swansea, Mattress Maker Swansea Pet Nov 10 Ord Nov 10
- JOHNSON, CHARLES PHILLIPS**, Cheltenham, Fruiterer Cheltenham Pet Nov 9 Ord Nov 9
- LANGLEY, HENRY**, Hailsham, Sussex Lewes Pet Aug 18 Ord Nov 10
- MAISEL, H.**, High st, Borough, General Hardware Merchant High Court Pet Sept 16 Ord Nov 11

## A Remarkable Book on the Preservation of Health.

Dr. Andrew Wilson, the distinguished authority on hygienic science and health questions, is evidently a believer in Thomas Carlyle's doctrine that there is no utility in pointing out misfortunes unless you at the same time indicate the remedy.

In his remarkable little book, "The Art of Living," just issued from the press, Dr. Wilson not only points out that "our first duty to ourselves is to check illness at the outset," but he follows up this admonition with the more welcome information how we are to do it.

He, so to speak, says: "You have the evil of ill-health to fight. Now, here's the weapon to fight it with. Strike for freedom." For example, he says: "Suppose a person has run down—feels languid, and is easily tired. If he neglects this warning—for all such signs and symptoms are Nature's warning to us—the possibility is that he will pass further afield into the great lone land of disease."

"Can he do anything to save himself from such a disastrous result? In the vast majority of cases he can restore his vigour." How?

Dr. Wilson tells his readers how without delay, adding at once this remarkable statement: "Probably he will be advised to take a tonic. This, in the main, is good advice. Unfortunately, the number of tonics is legion; but if there exists any preparation which can combine in itself the properties of a tonic and restorative, and which at the same time can contribute to the nourishment and building-up of the enfeebled body, it is evident such an agent must prove of the utmost value to everybody. I have found such a tonic and restorative in the preparation known as Sanatogen."

How the distinguished author found this tonic he tells us in an interesting bit of autobiography. "Recovering from an attack of influenza," he says, "and suffering from the severe weakness incidental to that ailment, Sanatogen was brought under my notice. I gave it a fair trial, and the results were all that could have been desired. In a short time my appetite improved, the weakness was conquered, and without the use of any other medicine or preparation I was restored to health."

It is easy to believe that this experience led the doctor to make a thorough investigation into the specific which had served him so well.

"Sanatogen," he tells us, "combines two distinct elements—one tonic and the other nutritive." Further, it is no "secret" remedy, for, as he pertinently observes, "its composition is well known; otherwise, medical men would not prescribe it."

What the tonic and nutritive elements of Sanatogen are, and how they effect so much good, Dr. Wilson describes in simple, convincing terms. The whole passage is too long to quote, but one important remark of the writer may be given—namely, that one of the principal elements of Sanatogen "represents the substance which actually forms a very important, if not the most important, constituent of our brain and nervous system."

How, through regenerating the nervous system, Sanatogen restores the functions of the digestive organs, and by rebuilding the tissues compensates the wear and tear of latter-day life; how it does away with the need for stimulants, and cures the sick by the natural method of making the body strong enough to drive out disease—all this, in the delightful style of Dr. Wilson's language, makes engrossing and pleasant, as well as instructive, reading.

This last contribution of his to the literature of health may certainly be calculated to carry joyful news to the ailing and weary.

A limited number of complete specimen copies of "The Art of Living," by Dr. Andrew Wilson, are available for distribution. A copy will be sent gratis and post free on application to the publishers, F. Williams and Co., 24, Alfred Place, London, W.C., mentioning the SOLICITORS' JOURNAL.

(Sanatogen, the therapeutic nutrient alluded to by Dr. Andrew Wilson in the book named above, has probably been put to more severe and searching analyses and tests than any other specific of modern years, and the result, as declared by the unanimous voice of the medical press, is to place the preparation quite in the forefront of all nerve tonics. The "Medical Times" says: "It is probably in cases of weakness or exhaustion of the nervous system, accompanied by various forms of mental and bodily inefficiency, that Sanatogen proves most useful.")

Sanatogen, by the way, is the tonic food remedy used in the Royal Family, and can be obtained of all chemists in tins from 1s. 9d. to 9s. 6d.

[ADVT.]



MASON, SAMUEL ROBERT, High Field, Scartho, Lincs Great Grimsby Pet Nov 10 Ord Nov 10  
 MATTHEWSON, KENNETH ROLAND, Prince's gate High Court Pet Oct 19 Ord Nov 11  
 OSBORNE, HILDA MARIAN, Brook, Kent, Market Gardener Canterbury Pet Nov 11 Ord Nov 11  
 RICHMOND, JOHN GEORGE, Stockton on Tees, Fruiterer Stockton on Tees Pet Nov 10 Ord Nov 10  
 RISHWORTH, ALBERT, Roundhay, Leeds Leeds Pet Nov 9 Ord Nov 9  
 BUTTER, THOMAS, Acreington, Licensed Victualler Black-burn Pet Nov 9 Ord Nov 9  
 SALISBURY, ELI, Blackburn, Bricklayer Blackburn Pet Nov 7 Ord Nov 7  
 THOMAS, JAMES, Penrheol, Gorseinon, Glam, Checkweigher in Colliery Swansea Pet Nov 9 Ord Nov 9  
 VARDY, JOHN ERNEST, Ryde, 1 of W, Hotel Keeper Newport Pet Nov 10 Ord Nov 10  
 WALKER, JOHN WILLIAM, Stalybridge, Chester, Plasterer Ashton under Lyne Pet Nov 9 Ord Nov 9  
 WHITE, THOMAS CHAPMAN, Armley, Leeds, Confectioner Leeds Pet Nov 9 Ord Nov 9  
 WILTON, HENRY FRANCIS, and FREDERICK BAUGH ROBERTS, Balham, Mantle Dealers Wandsworth Pet Nov 11 Ord Nov 11  
 WOODWARD, HENRY, West Bromwich, Builder West Bromwich Pet Oct 31 Ord Nov 11  
 WRIGHT, ARTHUR GEORGE, Newton Regis, nr Tamworth, Warwick, Builder Birmingham Pet Nov 9 Ord Nov 9  
 Amended Notice substituted for that published in the London Gazette of Nov 10:  
 PROCOPEDES, NICOLAS, Choriton cum Hardy, Manchester, Tobacco Merchant Manchester Pet Nov 7 Ord Nov 7  
**FIRST MEETINGS.**  
 ARDEN, JOHN, Meole, Shrewsbury, Grocer Nov 23 at 11 Off Rec, Bridge st, Northampton  
 BAXTER, THOMAS, Woodford rd, Forest Gate, Essex Nov 24 at 1 Bankruptcy bldgs, Carey st  
 BICKNELL, HERMAN, Pall Mall Nov 23 at 11 Bankruptcy bldgs, Carey st  
 BROWN, ERNEST BRADLEY, Westcliff on Sea, Stockbroker Nov 23 at 11 Bankruptcy bldgs, Carey st  
 BULL, FRANK, Welhamstown, Boot Dealer Nov 24 at 12 Bankruptcy bldgs, Carey st  
 BUTLER & Co, Colet gdms, West Kensington, Jewellers Nov 24 at 11 Bankruptcy bldgs, Carey st  
 CHIFFERFIELD, HARRY THOMAS, Oulton Broad, Suffolk, Butcher Nov 21 at 12.30 Off Rec, 8, King st, Norwich  
 CLAYTON, JAMES, Thelwall, Cheshire, Commission Agent Nov 21 at 11 Off Rec, Byron st, Manchester  
 DAVIES, HENRY, Gainsborough, Debt Collector Dec 1 at 12.15 Off Rec, 31, Silver st, Lincoln  
 DIX, BENJAMIN, Saffron Walden, Essex, Builder Nov 23 at 8 Rose and Crown Hotel, Saffron Walden  
 DURN, THOMAS GEORGE, Birmingham, Motor body Builder Nov 23 at 11.30 191, Corporation st, Birmingham  
 EDMUNDS, GEORGE, Williamstown, Pongyraig, Glam, Collier Nov 21 at 10.30 Off Rec, Post Office chmbrs, Pontypridd  
 ELLIS, ELLIS, and EDWARD THOMAS ELLIS, Pyle, Glam, Contractors Nov 23 at 4 Mr Michael Davies' Office, 15, Wyndham st, Bridgend  
 FRASER, JOSEPH, Blackburn, Tailor Nov 21 at 11 Off Rec, 13, Winckley st, Preston  
 HADDON, CHARLES HENRY, Hucknall Torkard, Notts, Hosiery Manufacturer's Manager Nov 24 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
 HADSWORTH, ARTHUR, Huddersfield, Leeds, Cycle Agent Nov 23 at 11 Off Rec, 24, Bond st, Leeds  
 HALL, JAMES FREDERICK, jun, Leeds, Grocer Nov 24 at 11.30 Off Rec, 24, Bond st, Leeds  
 HALL, WILLIAM GEORGE, Yelverton, Devon, Saddler Nov 24 at 11.15 7, Buckland ter, Plymouth  
 HICKS, ROBERT, Metheringham, Lincs, Wheelwright Nov 23 at 12 Off Rec, 31, Silver st, Lincoln  
 HOWSHIP, FREDERICK JOHN, Plymouth, General Dealer Nov 23 at 12.30 7, Buckland ter, Plymouth  
 JOHNSON, CHARLES PHILLIPS, Cheltenham, Fruiterer Nov 21 at 4 County Court bldgs, Cheltenham  
 JOHNSON, WILLIAM, Lacey, Lincs, Market Gardener Nov 21 at 11 Off Rec, St Mary's chmbrs, Great Grimsby  
 PARRY, CHARLES FREDERICK, Newport, Mon, Coal Merchant Nov 25 at 11 Off Rec, 144, Commercial st, Newport, Mon  
 RADLEY, JAMES, Ossett, Yorks, Rag Merchant Nov 23 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

RISHWORTH, ALBERT, Roundhay, Leeds Nov 24 at 11 Off Rec, 24, Bond st, Leeds  
 STOCKER, CHARLES, jun, Birmingham, Printers' Engineer Nov 24 at 11.30 191, Corporation st, Birmingham  
 TAYLOR, GEORGE, Darlington, Staffs, Baker Nov 24 at 11.30 Off Rec, Wolverhampton  
 TUCKER, HERBERT JAMES, Plymouth, Devon, Butcher Nov 23 at 12 7, Buckland ter, Plymouth  
 UNDERHILL, ANDREW, Gusselake, Cornwall, Ironmonger Nov 24 at 11 3, Buckland ter, Plymouth  
 VOZLEY, ERNEST ALBERT, North Deal, Deal, Kent, Family Butcher Nov 21 at 10.30 Off Rec, 68A, Castle st, Canterbury  
 WAGHOORN, HENRY, Cheltenham Nov 21 at 3.15 County Court bldgs, Cheltenham  
 WALKER, JOHN WILLIAM, Stalybridge, Cheshire, Plasterer Nov 21 at 11.30 Off Rec, Byron st, Manchester  
 WATKINS, CHARLES, Watchet, Somerset, Corn Merchant Nov 21 at 2 10, Hammett st, Taunton  
 WHITE, THOMAS CHAPMAN, Armley, Leeds, Confectioner Nov 23 at 11.30 Off Rec, 24, Bond st, Leeds  
 WILSON, WILLIAM, Spennymoor, Durham, Painter Nov 23 at 2.30 Off Rec, 3, Manor pl, Sunderland  
**ADJUDICATIONS.**  
 AUSTIN, GEORGE, Boughton, Kent, Fruiterer Canterbury Pet Nov 9 Ord Nov 9  
 BAINBRIDGE, ROBERT, Morecambe, Butcher Preston Pet Nov 9 Ord Nov 9  
 CROIL, EVERARD LIONEL GILBERT, Corsham, Wilts, Licensed Victualler Bath Pet Nov 10 Ord Nov 10  
 CHAPMAN, ERNEST DAVID, Horsham, East Faiths, Norfolk, Grocer Norwich Pet Nov 10 Ord Nov 10  
 CLARK, HENRY JOHN, Kingston upon Hull, Baker Kingston upon Hull Pet Nov 11 Ord Nov 11  
 COOK, WILLIAM GRIFFIN, Birmingham, Grocer Birmingham Pet Nov 7 Ord Nov 10  
 COOPER, ERNEST HARRY, Wolverhampton Wolverhampton Pet Nov 9 Ord Nov 9  
 DAVIES, JAMES NICHOLAS, Lancaster, Fruiterer Preston Pet Nov 10 Ord Nov 10  
 DAVIES, JOAN RHYDDERCH, Lauderdale rd, Maida Vale High Court Pet July 22 Ord Nov 10  
 DIXON, GEORGE ROBERT, Kettering, Northampton, Engineer's Madager Northampton Pet Nov 11 Ord Nov 11  
 DONE, JOHN BROOKE ROSSON, Longsight, Manchester, Traveller Manchester Pet Oct 27 Ord Oct 27  
 EDMUNDS, GEORGE, Williamstown, Pongyraig, Glam, Collier Pontypridd Pet Nov 9 Ord Nov 9  
 EVANS, EDWARD, Mumbles, Glam, Builder Swansea Pet Nov 10 Ord Nov 10  
 FAIRBES, EDWARD WILLIAM, and SIDNEY OSWALD BOLPH, Newmarket, Tailors Cambridge Pet Sept 29 Ord Nov 10  
 FLIOGE, AUGUST, Oakham, Rutland, Boot Dealer Leicester Pet Sept 12 Ord Nov 11  
 FORD, HENRY, Brixton, Butcher High Court Pet Nov 11 Ord Nov 11  
 FRONT, GEORGE WILLIAM, Wells st, Oxford st High Court Pet July 6 Ord Nov 6  
 GUSSARIAN, MIRIAM, and NICHAN GUSSARIAN, Philpot In, Metal Merchants High Court Pet April 4 Ord Nov 7  
 HADSWORTH, ARTHUR, Leeds, Cycle Agent Leeds Pet Nov 7 Ord Nov 7  
 HALL, JAMES FREDERICK, jun, Leeds, Grocer Leeds Pet Nov 9 Ord Nov 9  
 HERTZ, JACOB, Mincing In, Commercial Traveller High Court Pet April 14 Ord Nov 9  
 HOOPER, BERTHAM THOMAS, Swansea, Mattress Maker Swansea Pet Nov 10 Ord Nov 10  
 HUMPHRIES, EDWIN, Swindon, Coal Dealer Swindon Pet Nov 10 Ord Nov 10  
 INNES, JOHN WALKINSHAW, Carlisle, Draper Carlisle Pet Oct 16 Ord Nov 7  
 JOHNSON, CHARLES PHILLIPS, Cheltenham, Fruiterer Cheltenham Pet Nov 9 Ord Nov 9  
 MANSELL, THOMAS, Beulah pl, Bounds Green rd, Wood Green, Merchant Edmonton Pet Oct 7 Ord Nov 9  
 MASON, SAMUEL ROBERT, Scartho, Lincs Great Grimsby Pet Nov 10 Ord Nov 10  
 OSBORNE, HILDA MARIAN, Brook, Kent, Market Gardener Canterbury Pet Nov 11 Ord Nov 11  
 PARRY, CHARLES FREDERICK, Newport, Mon, Coal Merchant Newport, Mon Pet Nov 7 Ord Nov 11  
 RICHMOND, JOHN GEORGE, Stockton on Tees, Fruiterer Stockton on Tees Pet Nov 10 Ord Nov 10  
 RISHWORTH, ALBERT, Leeds Leeds Pet Nov 9 Ord Nov 9

ROBERTS, ELIZA, Whitby, Yorks, Dressmaker Stockton on Tees Pet Oct 29 Ord Nov 9  
 BUTTER, THOMAS, Acreington, Licensed Victualler Black-burn Pet Nov 9 Ord Nov 9  
 SALISBURY, ELI, Blackburn, Bricklayer Blackburn Pet Nov 7 Ord Nov 7  
 THOMAS, JAMES, Penrheol, Gorseinon, Glam, Checkweigher in Colliery Swansea Pet Nov 9 Ord Nov 9  
 WALKER, JOHN WILLIAM, Stalybridge, Chester, Plasterer Ashton under Lyne Pet Nov 9 Ord Nov 9  
 WILTON, HENRY FRANCIS, and FREDERICK BAUGH ROBERTS, Balham, Mantle Dealers Wandsworth Pet Nov 11 Ord Nov 11  
 WRIGHT, ARTHUR GEORGE, Newton Regis, nr Tamworth, Warwick, Builder Birmingham Pet Nov 9 Ord Nov 9  
 Amended Notice substituted for that published in the London Gazette of Oct 13:  
 EMERY, GEORGE THOMAS, New Cross rd, Lambeth, Carman on Tees Pet Oct 9 Ord Nov 9  
 Amended Notice substituted for that published in the London Gazette of Nov 10:  
 PROCOPEDES, NICOLAS, Choriton cum Hardy, Manchester, Tobacco Merchant Manchester Pet Nov 7 Ord Nov 9  
**ADJUDICATION ANNULLED.**  
 YOUNGHUBBARD, GEORGINA MARY, Weymouth, Dorchester Adjud March 7 1901 Annual Oct 31, 1903  
 London Gazette.—TUESDAY, Nov 17.  
**RECEIVING ORDERS.**  
 AITCHISON, NESTA, Consett, Durham, Fruiterer Newcastle on Tyne Pet Nov 13 Ord Nov 13  
 ANDREW, BENNET, Great Ayton, Yorks, Weighman Stockton on Tees Pet Nov 11 Ord Nov 11  
 BEARD, WILLIAM, Gillingham, Kent, Photographer Rochester Pet Nov 11 Ord Nov 11  
 BILLET, JOHN THOMAS, Kew, Baker Wandsworth Pet Oct 15 Ord Nov 12  
 BIRCH, GEORGE, Nottingham, Provision Dealer Nottingham Pet Nov 13 Ord Nov 13  
 BRACKENBURY, ERNEST, Shirebrook, Derby, Cycle Agent Nottingham Pet Nov 13 Ord Nov 13  
 BRENTON, THOMAS ARTHUR, and JOHN ANGLER BROOMFIELD, Grove, Grocers Crews Pet Nov 13 Ord Nov 13  
 BRISCOM, ROBERT, Middleton, Lancs, Bricklayer Oldham Pet Nov 12 Ord Nov 12  
 CAMPBELL, ALEXANDER ANDREW LOGGHELL, Cloughton, Yorks, Tutor Scarborough Pet Nov 12 Ord Nov 12  
 COLLIER, FREDERIC WILLIAM FIELD, Exeter, Canvaser Exeter Pet Nov 13 Ord Nov 13  
 EARNSHAW, WALTER, Hall Cliffe, Horbury, nr Wakefield, Rag Merchant Wakefield Pet Oct 23 Ord Nov 11  
 EXTON, ISAAC, Faversham, Kent, Carter Canterbury Pet Nov 14 Ord Nov 14  
 GOLD, MOSES ALBON, Rectory rd, Stoke Newington, Clothiers High Court Pet Oct 24 Ord Nov 13  
 GREEN, EDWARD JAMES, Rollesby, Norfolk, Wheelwright Great Yarmouth Pet Nov 13 Ord Nov 13  
 GREEN & Co, Longwood, nr Huddersfield, Woollen Manufacturers Huddersfield Pet Oct 28 Ord Nov 10  
 HALL, SAMUEL, and HERBERT WIGGALL, Birkdale, Lancs, Builders Liverpool Pet Oct 24 Ord Nov 13  
 HANCO, JOSHUA CLARENCE, Market Weighton, Yorks, Cycle Dealer York Pet Nov 12 Ord Nov 12  
 HAYDOCK, DEBORAH, and JOHN COOK WELSH, Liverpool, Timber Merchants Liverpool Pet Nov 13 Ord Nov 13  
 HOWARD, WILLIAM, Dovercourt, Essex, Railway Clerk Colchester Pet Nov 13 Ord Nov 13  
 HUGHES, DANIEL, Glyn Ceiriog, Llanmadridd Glyn Ceiriog, Denbigh, Tailor Wrexham Pet Nov 12 Ord Nov 12  
 JACKSON, EVANS, Brierfield, Prestwich, Lancs Salford Pet Oct 20 Ord Nov 10  
 JEPSON, ROBERT BICKERSTETH, Milton st, South African Merchant High Court Pet Nov 16 Ord Nov 16  
 JONES, RICHARD, Portmadoc, Milkman Portmadoc Pet Nov 13 Ord Nov 13  
 JONES, WILLIAM HENRY, Northop, Flint, Butcher Chester Pet Nov 13 Ord Nov 13  
 LEFEBRIERE, JOHN CHARLES, Exeter, Furniture Dealer Exeter Pet Oct 31 Ord Nov 12  
 MITCHELL, THOMAS, Barnsley, Tool Maker Barnsley Pet Nov 13 Ord Nov 13  
 PARKER, ARTHUR GUSTAVE DOBETH, Cardiff, Dairyman Cardiff Pet Nov 2 Ord Nov 12  
 PRICE, JOHN, Folkestone, Chemist Canterbury Pet Nov 13 Ord Nov 13  
 SHEPPARD, THOMAS, and HERBERT GORDON PACKHAM, Earlsfield, Builders Wandsworth Pet Nov 12 Ord Nov 12

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.  
 ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

**SPECIALISTS IN ALL LICENSING MATTERS.**  
 630 Appeals to Quarter sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

SIMPSON, ARTHUR, Barnsley, Shopkeeper Barnsley Pet Nov 12 Ord Nov 12  
 SLIMMING, JAMES, Bishops Cleeve, Hereford Worcester Pet Nov 11 Ord Nov 11  
 SMITH, ALFRED BROWN, East Stonehouse, Contractor Plymouth Pet Nov 14 Ord Nov 14  
 SMITH, WILLIAM PHILLIPS WARREN, Portsea pl, Hyde Park, Motor Works Manager High Court Pet July 28 Ord Nov 12  
 SOUTHERN BUILDERS MATERIAL CO, THE, Croydon, Builders' Merchants Croydon Pet Sept 15, Ord Nov 14  
 STALEY, WILLIAM, Sheffield, Builder Sheffield Pet Oct 30 Ord Nov 12  
 TOSLAND, THOMAS WILLIAM, Sheffield, Tobaccoist Sheffield Pet Nov 13 Ord Nov 13  
 WADSWORTH, JOHN, West End, Halifax, Baker Halifax Pet Nov 13 Ord Nov 13  
 WESLEY, WILLIAM, Loughborough, Greengrocer Leicester Pet Nov 12 Ord Nov 12  
 WILLIAMS HENRY PARNICE, Redland, Bristol Bristol Pet Nov 14 Ord Oct 14  
 WOOD, ROBERT, Waverley, Liverpool, General Contractor Liverpool Pet Nov 13 Ord Nov 13  
 YOUTON, WILLIAM, Victoria st, Architect High Court Pet Sept 18 Ord Nov 12

## FIRST MEETINGS.

AITCHISON, NESTA, Consett, Durham, Fruiterer Nov 27 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne  
 ALOOCK, GEORGE MONTGOMERY, Maple, Coal Merchant Nov 25 at 2.30 Off Rec, Byrom st, Manchester  
 ALLESTON, CHARLES HEDLEY, Oulton Broad, Suffolk Nov 25 at 12 Off Rec, 8, King st, Norwich  
 ANDREW, ERNEST, Great Ayrton, Yorks, Weighman Nov 26 at 12 Off Rec, Court chambers, Albert rd, Middlesbrough  
 ASHFORTH, GEORGE HENRY, Pilsmoor, Sheffield, Builder Nov 25 at 12 Off Rec, Fyfe st, Sheffield  
 BACCHETT, FANNIE ROSE, Cardiff, Confectioner Nov 26 at 12 Off Rec, 117, St Mary st, Cardiff  
 BAIRDON, ROBERT, Morecambe, Butcher Nov 26 at 11.15 Off Rec, 13, Winkley st, Preston  
 BEARD, WILLIAM, Gillingham, Kent, Photographer Nov 30 at 12.15 High st, Rochester  
 BILLET, JOHN THOMAS, Kew, Baker Nov 26 at 11.30 139, York rd, Westminster Bridge  
 BILLINGSLEY, ERNEST, Coventry, General Dealer Nov 25 at 11 Off Rec, 8, High st, Coventry  
 BLACKWOOD, THOMAS GEORGE, 28, James's palace Nov 26 at 12 Bankruptcy bldgs, Carey st  
 BRADLEY, CHARLES EDWIN, Scarborough, Chartered Accountant Dec 1 at 4 Off Rec, 48, Westborough, Scarborough  
 CAMPBELL, ALEXANDER ANDREW LOCKFELL, Cloughton, Yorks, Tutor Nov 25 at 3.30 Off Rec, 48, Westborough, Scarborough  
 CHAPMAN, ERNEST DAVID, Horsham Saint Faiths, Norfolk, Grocer Nov 25 at 12.30 Off Rec, 8, King st, Norwich  
 CLARK, HENRY JOHN, Kingston upon Hull, Baker Nov 25 at 11 Off Rec, York City Bank chambers, Lowgate, Hull  
 COLLIER, FREDERICK WILLIAM FIELD, Exeter, Conveyancer Nov 26 at 10.30 Off Rec, 9, Bedford circus, Exeter  
 COOK, WILLIAM GRUFFIN, Birmingham, Grocer Nov 27 at 11.30 191, Corporation st, Birmingham  
 DEAN, FREDERICK WILLIAM, Acocks Green, Birmingham, Commercial Traveller Nov 27 at 12.30 191, Corporation st, Birmingham  
 DIXON, GEORGE ROBERT, Kettering, Northampton, Engineer's Manager Nov 25 at 10.30 Off Rec, Bridge st, Northampton  
 EARNshaw, WALTER, Horbury, W. Wakefield, Rag Merchant Nov 25 at 11 Off Rec, 6, Bond terr, Wakefield  
 EVANS, JOHN PENELOPE, Cardiff, Draper Nov 25 at 3 Off Rec, Byrom st, Manchester  
 FORD, HENRY, Brixton rd, Brixton, Butcher Nov 26 at 11 Bankruptcy bldgs, Carey st  
 GOLD, MORRIS AARON, Rectory rd, Stoke Newington, Clothier Nov 27 at 12 Bankruptcy bldgs, Carey st  
 HAGES, JOSEPH, Amphill sq, Hampstead rd, Provision Dealer Nov 25 at 2.30 Off Rec, 48, Westborough, Scarborough  
 HANCOCK, JOSHUA CLARENCE, Market Weighton, Yorks, Cycle Dealer Nov 26 at 3 Off Rec, The Red House, Duncombe pl, York  
 HAYDOCK, DEBORAH, and JOHN COOK WELSH, Liverpool, Timber Merchants Nov 25 at 11 Off Rec, 35, Victoria st, Liverpool  
 HOOPER, BERTHAM THOMAS, Swansea, Mattress Maker Nov 25 at 11 Off Rec, 31, Alexandra rd, Swansea  
 HUNFRIES, EDWIN, Swindon, Coal Dealer Nov 25 at 11 Off Rec, 28, Regent circus, Swindon

JAPSON, ROBERT BICKENSTETH, Milton st, South African Merchant Nov 25 at 2.30 Bankruptcy bldgs, Carey st  
 LEMPIRE, JOHN CHARLES, Exeter, Furniture Dealer Nov 26 at 11 Off Rec, 9, Bedford circus, Exeter  
 MAIRIEL, H. High st, Borough, General Hardware Merchant Nov 25 at 11 Bankruptcy bldgs, Carey st  
 MANSFIELD, THOMAS, Baulah pl, Bounds Green rd, Wood Green, Merchant Nov 27 at 12 14, Bedford row  
 MATHIESON, KENNETH ROLAND, St James pl Nov 27 at 11 Bankruptcy bldgs, Carey st  
 PLUMMER, WILLIAM, Nantylfyllon, nr Maesteg, Glam, Coalier Nov 28 at 12 Off Rec, 117, St Mary st, Cardiff  
 PROOBSIDES, NICOLAS, Chorlton cum Hardy, Manchester, Tobacco Merchant Nov 25 at 11 Off Rec, Byrom st, Manchester  
 RICHMOND, JOHN GEORGE, Stockton on Tees, Fruiterer Nov 26 at 11.30 Off Rec, Court chambers, Albert rd, Middlesbrough  
 ROBERTS, ELIZA, Whitby, Yorks, Dressmaker Nov 26 at 12.30 Off Rec, Court chambers, Albert rd, Middlesbrough  
 ROBERTS, ROBERT DAVIES, Carnarvon, Grocer Nov 25 at 12.30 Sportsman Hotel, Carnarvon  
 ROLLASON, ELIZA, Wood End Hall, Erdington, Warwick Nov 26 at 11.30 191, Corporation st, Birmingham  
 ROTTER, THOMAS, Aconington, Licensed Victualler Nov 25 at 11 Off Rec, 13, Winkley st, Preston  
 SHEPPARD, THOMAS, and HERBERT GORDON PACKHAM, Quinton st, Earlsfield, Builders Nov 25 at 12 133, York rd, Westminster Bridge  
 SMITH, WILLIAM PHILLIPS WARREN, Portsea pl, Hyde Park, Motor Works Manager Nov 25 at 12 Bankruptcy bldgs, Carey st  
 THOMAS, JAMES, Frampton rd, Penrheol, Gorseion, Glam, Checkweigher in Colliery Nov 26 at 11 Off Rec, 31, Alexandra rd, Swansea  
 THOMAS, PHILIP, Cardiff, Shipowner Nov 26 at 3 Off Rec, 117, St Mary st, Cardiff  
 VARDY, JOHN EMERY, Ryde, I of W, Hotel Keeper Nov 28 at 1.15 Off Rec, 33A, Holyrood st, Newport, I of W  
 WADSWORTH, JOHN, West End, Halifax, Baker Nov 25 at 10.45 County Court, Prescott st, Halifax  
 WESLEY, WILLIAM, Loughborough, Greengrocer Nov 25 at 12 Off Rec, 1, Berridge st, Leicester  
 WILTON, HENRY FRANCIS, and FREDERICK BRUCE ROBERTS, Balham, Mantle Dealers Nov 25 at 11.30 132, York rd, Westminster Bridge  
 WOODWARD, HENRY, West Bromwich, Builder Nov 25 at 12 191, Corporation st, Birmingham  
 WRIGHT, ARTHUR GEORGE, Newton Regis, nr Tamworth, Warwick, Builder Nov 28 at 12.30 191, Corporation st, Birmingham  
 YOUTON, WILLIAM, Victoria st, Architect Nov 26 at 12 Bankruptcy bldgs, Carey st

## ADJUDICATIONS.

AITCHISON, NESTA, Consett, Durham, Fruiterer Newcastle on Tyne Pet Nov 13 Ord Nov 13  
 ALDRIDGE, THOMAS ARNOLD, Bridgewater, Solicitor Bridgewater Pet Oct 31 Ord Nov 12  
 ALLESTON, CHARLES HEDLEY, Oulton Broad, Suffolk Great Yarmouth Pet Oct 22 Ord Nov 12  
 ANDREW, ERNEST, Great Ayrton, Yorks, Weighman Stockton on Tees Pet Nov 11 Ord Nov 11  
 BAXTER, THOMAS, Woodford rd, Forest Gate High Court Pet Oct 9 Ord Nov 13  
 BEARD, WILLIAM, Gillingham, Photographer Rochester Pet Nov 11 Ord Nov 11  
 BIRCH, GEORGE, Nottingham, Provision Dealer Nottingham Pet Nov 13 Ord Nov 13  
 BIRCHAM, HENRY, Hirst, Morpeth, Northumberland, General Dealer Newcastle on Tyne Pet Oct 17 Ord Nov 13  
 BILLING, SYDNEY SAMUEL, Moss Hall villas, North Finchley, Ironmonger High Court Pet Oct 26 Ord Nov 12  
 BRACKENBURY, ERNEST, Shirebrook, Derby, Cycle Agent Nottingham Pet Nov 13 Ord Nov 13  
 BREBETON, THOMAS ARTHUR, and JOHN ANGLE BROOKFIELD, Crews, Grocers Crews Pet Nov 13 Ord Nov 13  
 BRISCAN, ROBERT, Middleton, Bricklayer Oldham Pet Nov 13 Ord Nov 13  
 BUTLER, DEREK LESTER, Colet glas, West Kensington, Jeweller High Court Pet Sept 19 Ord Nov 13  
 CAMPBELL, ALEXANDER ANDREW LOCKFELL, Cloughton, Yorks, Tutor Scarborough Pet Nov 12 Ord Nov 12  
 COLLIER, FREDERICK WILLIAM FIELD, Exeter, Conveyancer Exeter Pet Nov 13 Ord Nov 13  
 EVANS, ALBERT EDWARD, Japan cras, Stroud Green, Provision Merchant High Court Pet Aug 13 Ord Nov 13

EXTON, ISAAC, Faversham, Kent, Carter Canterbury Pet Nov 14 Ord Nov 14  
 GREEN, EDWARD JAMES, Rollesby, Norfolk, Wheelwright Great Yarmouth Pet Nov 15 Ord Nov 13  
 GREEN, JO, Wilson, and WILLIS LOCKWOOD GREEN, Longwood, nr Huddersfield, Woollen Manufacture Huddersfield Pet Oct 23 Ord Nov 13  
 HANCOCK, JOSHUA CLARENCE, Market Weighton, Yorks, Cycle Dealer York Pet Nov 12 Ord Nov 12  
 HAYDOCK, DEBORAH, and JOHN COOK WELSH, Liverpool, Timber Merchants Liverpool Pet Nov 13 Ord Nov 13  
 HOWARD, WILLIAM, Dovercourt, Essex, Railway Clerk Colchester Pet Nov 13 Ord Nov 13  
 HUGHES, DANIEL, Glyn Ceirion, Llanarthfraid Glyn Ceirion, Denbigh, Tailor Wrexham Pet Nov 12 Ord Nov 12  
 HYAM, CECILIA, and FLORENCE HYAM, Ludgate hill, Tailor High Court Pet Oct 9 Ord Nov 13  
 JONES, RICHARD, Portmadoc, Milkman Portmadoc Pet Nov 13 Ord Nov 13  
 JONES, WILLIAM HENRY, Northop, Flint, Butcher Chester Pet Nov 13 Ord Nov 13  
 KERRY, FRANCIS, Liverpool, Coal Merchant Liverpool Pet Aug 8 Ord Nov 13  
 LEGGOS, THOMAS, Lisle st, Leicester sq High Court Pet Oct 7 Ord Nov 13  
 LYON, ABRAHAM, Whitechapel rd, Jeweller High Court Pet Sept 26 Ord Nov 14  
 MITCHELL, THOMAS, Barnsley, Tool Maker Barnsley Pet Nov 13 Ord Nov 13  
 MOYSE, LOUIS HENRI, Love ln, Wood st, Milliner High Court Pet Oct 29 Ord Nov 14  
 MUEZNER, MAX, Manchester, Manchester Pet Sept 9 Ord Nov 13  
 PARKER, ARTHUR GUSTAVE DOBETH, Cardiff, Dairyman Cardiff Pet Nov 12 Ord Nov 12  
 PLEWIS, ARTHUR STEPHEN, Basinghall av High Court Pet Sept 25 Ord Nov 13  
 PRICE, JOHN, Folkestone, Chemist Canterbury Pet Nov 13 Ord Nov 13  
 SHARP, JACOB, Brick ln, Spitalfields, Boot Maker High Court Pet Oct 15 Ord Nov 14  
 SIMPSON, ARTHUR, Barnsley, Shopkeeper Barnsley Pet Nov 12 Ord Nov 12  
 SLIMMING, JAMES, Bishops Cleeve, Hereford Worcester Pet Nov 11 Ord Nov 11  
 STALEY, WILLIAM, Sheffield, Builder Sheffield Pet Oct 30 Ord Nov 13  
 TOSLAND, THOMAS WILLIAM, Park, Sheffield, Tobaccoist Sheffield Pet Nov 13 Ord Nov 13  
 WADSWORTH, JOHN, West End, Halifax, Baker Halifax Pet Nov 13 Ord Nov 13  
 WESLEY, WILLIAM, Loughborough, Leicester, Greengrocer Leicester Pet Nov 12 Ord Nov 13  
 WOODWARD, HENRY, West Bromwich, Builder West Bromwich Pet Oct 31 Ord Nov 12

## ADJUDICATION ANNULED.

MILWARD, JOHN, Penquite, Cadoxton, Barry, Glam, Clerk of Works Cardiff Adjud Jan 18, 1907 Annual Nov 6, 1908  
 ADJUDICATION ANNULED AND RECEIVING ORDER RESCINDED  
 NICHOLSON, G O B, Maindrie, Indian Civil Servant High Court Resc Aug 5, 1906 Adjud Dec 16, 1906 Resc and Annual Nov 11, 1908

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